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The Solicitors' Journal.

LONDON, JULY 24, 1875.

CURRENT TOPICS.

MR. NORWOOD has given notice of his intention to move in committee on the Judicature Bill a clause providing that "Every barrister-at-law retained or employed by or on behalf of any suitor in either of the said courts, and accepting any brief or instructions to act as counsel on behalf of or to advise any such suitor, shall be entitled to sue for his fees earned in respect of such employment as for work and labour done on behalf of such suitor," and this motion, we are informed, will be seconded by Mr. C. E. Lewis. The object of this clause, not quite apparent on the surface, is to fix on barristers a similar liability to an action for negligence to that which exists in the case of solicitors. Before a proposal for a change of this magnitude is placed before Parliament it may be well to consider the nature of the evil complained of, and whether the remedy proposed is likely to prove successful.

As to the chief grievance, we imagine there can really be no two opinions. Every dispassionate person must admit that the system of handing over briefs, upon which large fees have been paid, to other counsel who know little of the case, and do not possess the professional acquirements of the counsel originally instructed, is wholly indefensible, and exists merely because what one man has done another thinks he may do. But will a provision rendering barristers liable for negligence have the effect of stopping the practice? Let us see how it would work. The wrongdoers are invariably men of eminence, for no others can venture to run the risk of offending their clients by handing over briefs to another. Now, such men can practically dictate their own terms, and what have they to do to avoid the enactment but to instruct their clerks never to accept a retaining fee except on the express condition that if they are unable to conduct the case they shall be at liberty to employ a substitute? Would a leading counsel lose a single guinea by adopting such a course? We trow not, for clients in important cases are usually determined to have the best legal ability they can get, and their solicitors will bolster up the chance of the eminent counsel not appearing by the employment of strong juniors. Even in the unlikely case of a barrister being sued for negligence of this kind, could he possibly be convicted? To suppose that he could, assumes that it could be proved the case was lost by his non-appearance; how, then, are the judge and jury to estimate the effect his pathetic or stirring appeals, or searching cross-examination, might have produced? Is evidence to be given of the ability usually displayed by the negligent counsel, and of the want of ability displayed by his substitute? Is the negligent counsel to be allowed to adduce evidence similar to that given by a male defendant in a breach of promise case, that he really is a person of little power or ability, and that the loss of his services was of no importance? The thing is obviously absurd. The true mode of putting an end to the practice complained of is that indicated by Mr. C. E. Lewis himself in one of his addresses delivered two years ago, when he suggested that "this scandal would not have existed six months if the Council of the Incorporated Law Society had gone to the judges and benchers and had insisted on the fair and honourable division of labour which had so long existed in the Court of Chancery." There could be no more proper subject for the efforts of the Law Society, and no better time for urging the matter than the eve of the commencement of a new procedure.

We have dealt with the grievance most frequently alleged, but the proposed clause would cover all negligence in the conduct of actions. That clients should have a remedy for loss occasioned by the negligence of counsel is undeniable *theoretically*. But whether the change would, on the whole, be a practical advantage depends upon many considerations which do not lie on the surface. This, at all events, should not be lost sight of, that the negligence must be the cause of the unsuccessful issue of the action or proceeding. We all know how difficult it is to prove actionable negligence in the case of a solicitor who has the conduct of a whole matter from the commencement; would it not be tenfold more difficult to prove it against a barrister when the case comes to his hands already shaped and moulded by his legal client? How much of the unsuccessful issue of the case was due to inadequate instructions, negligence in getting up the facts, absence of the solicitor from court during the hearing, or the like, must necessarily be a subject of dispute, and would invariably be raised in every action against counsel. In the midst of all this cloud of charge and counter-charge the remedy of the party would be likely, in the vast majority of cases, to wholly disappear. The subject is one of much complication, and ought to receive from all sides most careful and dispassionate consideration.

THE FORCE OF LIMITED LIABILITY could surely no farther go than in establishing a trading company with a capital, stated in the memorandum to be £25,000, but shown by the articles of association to consist only of a row of names and addresses. Whether it had not gone just a trifle too far was the question that had to be decided in *Re The Caribbean Company*, by Vice-Chancellor Malins on Saturday last, when his honour expressed a very decided opinion that it had. From the only report of the case we have seen it would appear that the company in question literally never had, nor was intended to have, any subscribed capital, either in money or money's worth. The memorandum stated the amount of the capital and its division into £10 shares, and the articles provided that all the shares should be allotted as fully paid up. This was accordingly done, the idea of its feasibility resting on the notion that the public, if they trusted the company, would have nobody to blame but themselves, inasmuch as an examination of the articles would show that there never could be any assets produced by calls on the shareholders. This notion itself, of course, proceeded on the ground that everything in the registered articles binds the public; but this is not the case when the articles are inconsistent with the memorandum, for then the latter must prevail. The question, therefore, was whether, when a company holds itself out in its memorandum as being a company with £25,000 capital, and in its articles appears as a company with no capital at all, there is such a discrepancy between these instruments as to reduce the articles to silence on the subject of the capital. The Vice-Chancellor thought there was, and we do not doubt the justice of his opinion. We have mentioned the case only on this interesting and novel point, and not on the question which was actually decided, namely, whether the transferee for value of shares in

such a company, registered as fully paid up, could be made liable as a contributory in respect thereof. The Vice-Chancellor held that he could, and if his honour was right in holding that the transferee had notice that the shares were never paid for, the decision would seem to follow from the view taken by the court of the general aspect of the company.

THE DECISION of the Lords Justices in *Re The Canadian Oil Works Corporation, Sir John Hay's case*, lays down once more in unmistakeable terms the principles which should regulate the dealings of persons who are acting as agents or filling any office of trust. The facts of the case may be very shortly stated. The company was formed to purchase property in Canada, which was to be paid for, partly in cash, and partly in shares credited as fully paid up. Sir John Hay was asked to become a director, and consented to do so upon the condition that his qualification as director should be provided out of the fully paid-up shares to be allotted to the vendor of the property. He signed the memorandum of association for forty shares, his necessary qualification for the office of director. He was afterwards advised that this arrangement could not be legally carried out, as indeed it clearly could not, consistently with *Fothergill's case* (21 W. R. 301, L. R. 8 Ch. 270) and *Forbes and Judd's case* (18 W. R. 302, L. R. 5 Ch. 270). It was therefore arranged that the sum necessary to pay up the forty shares in full should be provided by the vendor out of the cash to be paid him by the company. A cheque for £1,000, the full amount due on the forty shares, was drawn by Sir John Hay's co-directors, and handed at once in the board-room, with other cheques, to the vendor's agent. He immediately indorsed the £1,000 cheque and handed it to Sir John Hay, who paid it into his own bankers, and the next day drew on them a cheque for £1,000, and paid it to the company in satisfaction of the calls upon his shares. Under these circumstances both the Vice-Chancellor and the Court of Appeal have decided that the shares were never paid for, and that the cheque for £1,000 which Sir John Hay received was the property of the company. As Lord Justice James said, "it was a cheque by which the money of the company was taken by one of the directors, by the authority and with the consent and knowledge of his co-directors, for the purpose of paying that which was a bribe to him for having sold the company in the transaction," and no right or property in it passed to the vendor or to Sir John Hay.

If Sir John, at the time when he made the contract that he should receive his qualification, was an agent of the company, this result was inevitable under the rule recently upheld with such admirable firmness by the Court of Appeal—that no agent in the course of his agency can derive any benefit without the sanction and knowledge of his principal. But it was urged on behalf of Sir John Hay that he was not the agent of the company at that time, the company not having then come into existence. This rather technical objection was very decisively dealt with by Lord Justice Mellish. The agreement, he said, was plainly made contemporaneously with Sir John Hay's becoming a director, and there is no difference in reality between profit accruing to an agent on a bargain made after he has become an agent, and profit on a bargain made by him at the time when he becomes an agent, with a person proposing to enter into a contract with the principal, that is, while negotiations were pending, and before any concluded contract. Moreover, in this case the contract for purchase contained a provision that it might be rescinded by the company within a limited time after its formation. The duty, therefore, of the directors was to see whether the contract ought to be carried out or rescinded, and, having this duty to perform, they entered into an arrangement with the vendor to receive back part of the money which they had to pay him on behalf of the company, and were obviously, therefore, not in a position to discharge their duty faithfully to the company.

The judgment is, if we may say so without presumption, so plainly right, and so obviously in accordance with the course of recent decisions on this subject in the Court of Chancery, that it is startling to find that to arrive at the decision it was necessary to overrule a previous judgment of the Court of Appeal in a case in the facts of which the only material difference seems to be that in the earlier case there was no option given to the company to rescind the contract for purchase, and that contract was not referred to in the articles of association. In *Orgill's case* (21 L. T. N. S. 221) a person named Orgill consented to become a director of a company upon the terms of having his qualification provided for him, and his shares were paid for out of the money paid by the company to the vendor of property which they purchased. Lord Justice Giffard, affirming the judgment of Lord Romilly, M.R., held that, so long as the company did not attempt to impeach the sale, the price must be taken to have been a fair one, and Orgill could not be compelled to refund the payment which was made to him by the vendor in discharge of an antecedent legal obligation. As Lord Justice James pointed out, it is impossible to understand this decision, which is not only inconsistent with the current of authority, but is really absurd; for it is only in cases in which a contract is not repudiated that money is recovered from the agent. If the contract is successfully repudiated by the principal, he is restored to his original position, and has, of course, nothing to recover from his agent. We cannot agree in the regret expressed by the learned Lord Justice that such a decision as this "was not left *requiescere in pace*; it seems to us better that it should be dragged forth to the atmosphere of open day and strangled in public view. As we learn that the appeal is to be taken to the Lords, we can only hope that they will put the finishing stroke on this bewildering decision.

MR. JUSTICE MELLOR, in his charge, on Friday week, to the grand jury of Northamptonshire, remarked on the decreased stateliness of ceremonial with which the assize judges are received. He expressed a doubt whether the allegiance of the people to the law could be preserved undiminished if the circumstances of solemnity and state hitherto attending the administration of justice should disappear. We think the warning is needed, and that the present is by no means the time to dispense with any of those trappings by which the sovereignty of the law is brought home to the multitude. The step is not a long one from attacks on the character and abilities of judges to contempt for the office they hold, and it is important to keep clearly in view of the people the fact that the office must be respected whatever may be thought of its holder. Marks of respect to the bench are found necessary even in countries where reverence for the law is most widely spread among the people, and where judges are personally least careful about appearances. An American Court of Common Pleas was recently described as "an elderly gentleman sitting in a cane-bottomed chair, facing the wrong way, resting his chin on the back of the chair, and expectorating thoughtfully." Yet the bar of New York have recently made a regulation that their members should rise on the entry of the judges into court, and it may be safely predicted that either the contorted judge or his successor will come to see the desirability of adopting a garb and position which will indicate to the spectator that he is not merely a private individual given to disorderly habits, but the holder of an office of dignity. There can be no doubt that a late Vice-Chancellor who persisted in appearing to administer justice in the time-honoured costume of knee breeches and silk stockings had good sense on his side, although he was grievously traduced by unreflecting people, who thought they saw a reason for the practice in the magnificent conformation

of the learned judge's legs. Lord Erskine, who had little value for ostentation or frippery, went so far as to suggest that judges should not merely wear robes in court but should adopt a distinctive dress on all occasions, so as to continue "the reverence inspired by their dignified appearance when administering the law." He thought that this reverence was likely to be diminished by the "astonishing spectacle of our judges coming out of Westminster Hall in such shabby frocks and brown scratch-wigs as would infallibly subject them to be rejected as bail in their own courts." A similar idea seems to have been entertained by the occupants of the bench in 1635, when they drew up solemn rules as to their attire; for they provided that judges, when they rode circuit, should wear "a serjeant's coat of good broad cloth, with sleeves, and faced with velvet," and it was added, with evident approval, "they have used of late to lace the sleeves of the serjeant's coat thick with lace." Moreover it was provided that, when the circuit judges went to dine with the sheriff, or at public feasts, they must don "scarlet gowns, tippets, and scarlet hoods." Throughout their circuit they must "have a sumpter, and ought to ride with six men at the least." May not the decay of ceremonial which Mr. Justice Mellor laments be due in some degree to the laxity of good-natured judges who, hurrying down by express train to fulfil their assize duties, fail to observe, or comment on, the deficiencies of the sheriffs? There might with advantage be practised a little more of the punctiliousness of the French tribunal of Ambert, which, in 1844, censured certain advocates, as guilty of a disrespectful act, because, in the presence of the court and in forensic costume, they presumed to wear beards and moustaches!

It seems to be becoming a rule that the counsel in *causes célèbres* should publicly continue the discussion of their cases after the trials are over. It would be curious to inquire into the reason of this odious change in the practice which formerly prevailed. Are the heads of advocates more easily turned than of yore? Or are there temptations in the shape of newspaper notoriety which did not exist until now? All that as yet appears certain on the subject is that the evil is one which is rapidly increasing, and that its cause exists in the United States as well as here. It was hardly to be expected that the Beecher trial would fail to produce its rank crop of after-trial utterances. At the City Temple on Thursday, Mr. Thomas J. Shearman, one of the Rev. H. W. Beecher's counsel in the late trial, attended in order "to answer any questions on the subject of the trial." No questions were asked, but Mr. Shearman volunteered a statement, in the course of which he said that, "the counsel for Mr. Beecher were not merely professionally but personally satisfied of his entire innocence, while at least two of Mr. Tilton's counsel were privately of the same opinion, one of them having, just before receiving a retainer, denounced the prosecution as 'the most infernal conspiracy of modern times.'" This appears to us to be a little strong, but for aught we know it may really be nothing more than the absent counsel for Mr. Tilton expected from their late opponent. It may be that at this very time Mr. Shearman's learned friends on the other side are engaged in New York in unbosoming themselves against his client and himself. But why should these recriminating advocates have put the Atlantic between them? Surely this little washing of dirty forensic linen could have been performed at home, or at any rate did not require such a magnificent laundry as a London City Temple.

In order to supply more chambers, the benchers of the Temple propose to extend the lines of buildings known as Harcourt and Plowden Buildings, and have procured an Act enabling them to build upon the land lately added to their gardens by the Embankment.

MEASURE OF DAMAGES FOR BREACH OF COVENANT TO REPAIR.

It is not very clearly settled to what extent in an action for breach of a covenant to repair demised premises by the landlord against the tenant, evidence of the condition of the premises at the time of the demise is admissible on behalf of the defendant. It has been held that where the covenant is to put the premises into repair, this means to put them into a better state of repair than the tenant found them in. It has also been decided, in *Payne* v. *Haine* (16 M. & W. 545), that a covenant to keep the premises in repair involves a covenant to put them in repair, for they cannot be kept in good repair without being put into it. Notwithstanding the fact that a covenant to keep in repair is not satisfied by keeping the premises in the same state of repair as when demised, it is still necessary, as is laid down by a variety of decisions, to look to the state of the premises at the time of the demise with a view to estimating the amount of the repair contemplated by the covenant. It is with reference to the extent to which the state of the premises, and their repair at the time of the demise, may be taken into consideration as qualifying a covenant to keep in repair that we wish to make some observations.

It was said in *Payne* v. *Haine* (16 M. & W. 545) and in *Belcher* v. *McIntosh* (8 C. & P. 723) that the amount of repair contemplated by a covenant to keep in repair depends on the age and class of the house, and must differ according as that may be a palace or a cottage; no one is bound to give his landlord a new house instead of an old one. A house in Spitalfields may be repaired with materials inferior to those requisite for repairing a mansion in Grosvenor-square. This, as is pointed out in Mayne on Damages (2nd ed. p. 195), is all quite clear, but a more difficult question arises as to how far evidence of actual disrepair, as distinguished from mere inferiority, may be admitted. Mr. Mayne says, in summing up the result of the cases, "The rule laid down in *Stanley* v. *Towgood* (3 Bing. N. C. 4) and *Muntz* v. *Goring* (4 Bing. N. C. 451), and approved of in *Payne* v. *Haine* (16 M. & W. 545), was, that evidence might be given as to the age and class of the premises, with their general condition as to repair, but that the defendant could not prove in detail that such and such a part was out of order. *Burdett* v. *Withers* (7 A. & E. 136) has been thought to go beyond this. There the defendant's counsel wished to cross-examine as to the state of the premises at the time of his coming into possession. The evidence was refused, and a new trial was granted in consequence. Lord Denman said, 'It is very material, with a view both to the event of the suit and the amount of damages, to show what the previous state of the premises was.' And in *Payne* v. *Haine*, Alderson, B., says, 'The marginal note of *Burdett* v. *Withers* may be incorrect, but the judgment is quite right, and shows that a lessee who has contracted to keep the demised premises in good repair is entitled to prove what their general state of repair was at the time of the demise, so as to measure the amount of the damages for want of repairs by reference to that state.' This reconciles that case with the others mentioned before. The question, therefore, for the future will probably be, not so much as to the admissibility of such evidence as the purpose to which it may be applied. Since *Payne* v. *Haine* a tenant cannot justify keeping premises in bad repair because they happened to be in that state when he took them. But evidence of this nature, like evidence of age, will be admissible to show how far they were capable of being repaired at all, and what amount of repair could have been contemplated by the covenant."

It is not easy to see how the law could have been otherwise stated than as Mr. Mayne states it, and yet there is a vagueness about the propositions in which the law on the subject is laid down which is unsatisfactory. It is easy to state the general principles, which is all the court had to do in the cases before referred to;

the application to practical details is the difficulty. No doubt rebuilding a house is not repairing it. But what amounts to reconstruction, and what to repair only? This is the sort of question which may arise upon a reference to an arbitrator as to the amount of damages in an action for dilapidations, when liability is admitted. The decisions do not lay down any very distinct rule on the subject. There is some difficulty in exactly appreciating the effect of the expression "general want of repair," as employed in Mr. Mayne's summary of the decisions. If the defendant has covenanted "to keep in repair," which it is admitted means "put into repair," why is "general want of repair" at the time of the demise to be taken into consideration to diminish the amount of his liability, and why is "general want of repair" so admissible, but not evidence in detail of particular want of repair? If the estimate of the sort of repairs contemplated by the covenant is to be affected by a general absence of repair at the time of demise, is it not most material to prove in detail that the whole of the premises were out of repair, and to what extent each part was so? If you are to reduce damages by a consideration of the want of repair at the time of the demise, surely it seems reasonable to measure the amount of such reduction by taking a true measure in detail of the want of repair of particular parts? It seems difficult to see why although a rough reduction may be made, in a general kind of way, with reference to the want of repair at the time of the demise, you must not attempt to measure it by accurate consideration of details. But on the other hand it may be argued that if the want of repair at the time of the demise is gone into in detail, the principle established by *Payne* v. *Haine* is in danger. The principle of that case is that where there is a covenant to keep in repair, the measure of the repair under the covenant is not to be the state of repair at the time of the demise. If it is not, then, it may be asked, why is it material to go into a detailed investigation of particulars as to the state of repair at the time of the demise?

We venture to suggest the following as some help towards an explanation of the law on the subject. There appears, in the first place, to be a confusion in the cases and text-books between "general evidence of want of repair" and "evidence of general want of repair." It is clear that the two things are quite different. We cannot see why, if the object is to prove that the premises were generally out of repair, that should not be done by going into details to show that fact. But the true principle seems to be that "*general* want of repair" is the only want of repair that can be considered as qualifying the covenant to keep in repair. In fact the only principle upon which such general want of repair can be taken into consideration appears to be similar to that upon which the "age" of the premises is taken into consideration. It is obvious with regard to houses, as with regard to every other structure, that the structure itself cannot last for ever. It may be repaired from time to time and may last for long; but in the lapse of years it will at length become quite worn out and incapable of further repair. It is obvious also that the period at which this state of things will happen must depend very much on the nature and condition of the structure originally. A very substantially built house will last, and be worth repairing, very much longer than a "jerry built" house run up by a speculative builder in a suburban neighbourhood. Of course as the main structure of a house grows older it becomes less worth while to do expensive repairs to parts, and consequently it is very reasonable to hold that the age of the structure must be taken into consideration as determining what sort of repairs the parties to the lease contemplated as being worth doing. But the age of the premises is not taken into consideration *quâ* mere time that they have existed, but only as affording a mode of estimating the state of the structure as a whole with respect to wear. Now it seems to us that if the decision in *Payne* v. *Haine* is to be accepted honestly, the result must be that the only want of repair which can be taken into consideration in such a case is a want of repair of the totality of the structure at the time of the demise, such want of repair being that which would affect the question what sort of repairs it would be worth a reasonable owner's while to do to the structure. This, it is obvious, in substance, comes to the same thing as is meant by the "age of the premises" in the decisions, for the materiality of the age is the wear and tear of the whole structure that is its consequence.

The law is therefore this: A covenant to keep in repair involves a covenant to put in repair, and that in such repair as the state of the premises as a whole would render it worth a reasonable owner's while to put them into. You may look to the original nature of the fittings, such as papering, painting, &c., to see what the class of repairs contemplated was. The tenant is not bound to put up an expensive-patterned gilt paper where there was a plain and cheap one before. You may look to the general state of the structure as a whole to see what amount of expense it is reasonable should be incurred in repairs. A reasonable man would not lay out on a house that was very old and much worn structurally, the same amount in decorations and expensive fittings as he would on a new house. But it seems to us that, consistently with the decisions and legal principle, the tenant is not entitled to say, "Because the fittings and accessories of this house were in a very bad state when I entered it, therefore I am entitled to leave it less well fitted and repaired than it would have been if the fittings and accessories had been in good condition when I entered it." In other words the general want of repair which is spoken of in the cases as being admissible to qualify the covenant to keep in repair does not mean a want of repair in respect of fittings and accessories of the demised premises, but of the structure in general. If this be the true view it does not seem to follow that evidence of want of repair in detail is not admissible to show the general state of the structure, but that, except so far as such evidence shows a general decay of the structure, it is not available to diminish the amount of the repairs which the covenant must be taken to have contemplated.

COUNTY COURT WORK IN 1874.

A RETURN obtained for the House of Commons on the motion of Mr. Norwood gives some interesting statistics as to the amount of business despatched by the various county courts in England and Wales during the year 1874.

The total number of county court plaints issued during the year was 874,400, including 14,360 in the City Court. Of the whole number 863,956 were for claims under £20, while 15,422 were for sums between £20 and £50, and the remaining 22 are described as entered "by consent" for sums exceeding £50. The number of causes heard in 1874 was 501,582, being an increase of 5,211 on the previous year; 1,045 having been tried with, and the remaining 500,537 without, a jury. The court which disposed of the greatest number of causes was Birmingham, where no less than 22,985 cases were disposed of, the minimum being represented at Belford, where the court was only occupied with 12. The results of these plaints are indicated by the following details as to the judgments given—in 292,865 instances judgment was given for the plaintiff after trial, in 179,425 he obtained judgment by admission or [consent, while 11,657 judgments went by default. On the other hand there were 8,209 nonsuits, and 9,426 judgments for defendants.

As regards judgment summonses there is a considerable calling off, 96,815 summonses having been taken out, as against 106,534 in the preceding year, while the number actually heard fell from 54,111 in 1873 to 48,123 in 1874. The statistics also show a diminution

in respect of imprisonment for debt, only 23,299 warrants having been issued, as compared with 27,637 in 1873, while the actual imprisonments were 4,203 instead of 5,199. On the other hand executions against the goods of debtors have been more numerous, the courts having issued 178,268 instead of 174,682, the sales of goods under executions increasing in a like proportion from 3,441 to 3,678.

The amount of time occupied in the sittings of the various courts shows an increase of only a fortnight upon the previous year, the days of sitting having been altogether 8,194 in number. The minimum of sittings must necessarily be 6, namely, in those districts where courts are held only in alternate months. The largest number of sittings by one court is represented by the City of London Court with 166, and the Birmingham Court with 154 days. As regards county court circuits the greatest number of days occupied were 338 in Circuit 6, comprising Liverpool, St. Helen's, and Ormskirk, where there are two judges, and 182 on Circuit 33 (Norfolk and Suffolk); while the circuit on which the smallest number of days were occupied is No. 5, over which Mr. Crompton Hutton presides, he having sat on only 101 days. The total number of appeals (apparently including equity, admiralty, and bankruptcy) was only 28.

The financial results are also interesting. The total amount for which plaints were entered in 1874 was £2,748,056, as compared with £2,590,792 in 1873, the aggregate sum in each court ranging from £107,652 at Birmingham to £126 at Belford. The whole sum for which plaintiffs obtained judgments was £1,318,897, Birmingham being again at the top of the list with £58,905, the Bellingham Court having given judgment for only £73 in all its cases. The aggregate of costs included in judgments was £67,190, and the costs at Birmingham were £3,148, while at Holsworthy, in Cornwall, there were no costs at all. The total of the amount of fees received by the various courts was £358,579, being £16,202 more than in 1873, the leading districts being Birmingham with £14,347, and Liverpool with £10,447. On the other hand the Pershore Court produced *nil* during the same period.

The number of admiralty proceedings commenced during the year amounted to 699, of which no less than 300 were brought in the City Court. The total number of bankruptcy petitions presented was 895, while no less than 6,620 petitions for liquidation or composition were filed, and the debtor's summonses amounted to 1,738, all these departments of bankruptcy practice showing a steady increase on the preceding year. The courts transacting the most bankruptcy business were those at Birmingham, Liverpool, and Manchester.

The equity business is stationary, there having been only 3 more plaints filed than in the previous year. Of the 732 suits or proceedings 244 were for administration, 16 for the execution of trusts, 82 for foreclosure or redemption, &c., 101 for specific performance, and 54 in connection with partnerships. The courts which disposed of the largest number of equitable plaints were Westminster with 16, and Leeds with 15 suits. Of the circuits, Nos. 29 (North Wales) and 43 (Marylebone, Brompton, and Brentford) take the lead with a total of 23 each. The total amount of the subject-matter in dispute in the various proceedings was £100,262, being £8,290 more than in the preceding year. These cases gave rise to only 4 appeals; they brought in £1,025 in fees to the Consolidated Fund, and the whole amount allowed for attorneys' costs was £5,797.

The statistics of the City of London Court, though we have included them in the above totals, are given separately. We have occasionally had to speak in rather severe terms of certain proceedings of the judge of that tribunal, but we must do him the justice to say that his industry and energy are undeniable. During the year, 14,360 plaints were entered, representing claims amounting to £63,156; the court sat on 166 days, and tried 54 jury cases, and 6,054 without a jury. Ten equity proceedings and no less than 300 admiralty cases were also entered.

The number of cases remitted for trial from the superior courts was smaller than one would have supposed, being for the most part actions sent down under 19 & 20 Vict. c. 108, s. 26. The courts which disposed of the largest number of these cases were Westminster with 49, Manchester with 37, Birmingham with 25, the City with 21, and Southwark and Bloomsbury each with 20. The actions of contract remitted under the 30 & 31 Vict. c. 142, s. 7, were not very numerous, and most of them were tried in the various London courts. The total number of actions of tort sent down under section 10 to the county courts during the year was 124, and the largest number of trials of such cases was 16, at the Clerkenwell Court. Very few of these cases were tried in the large country towns. The largest amount of damages awarded in tort was £252 8s. 5d. in an action in the Manchester County Court, vaguely described as one for "unliquidated damages."

The moral to be derived from these statistics is the urgent necessity for a redistribution of judicial and official power. Though the courts collectively sat for 8,194 days during the year the average number of days on which each judge sat was less than 140. It is clear that many of the country districts should be merged in larger ones, the number of the circuits should be lessened, and the salaries of the judges raised until the post of county court judge is made one which men of the highest ability at the bar would not deem it derogatory to accept.

Recent Decisions.

EQUITY.

LIGHT AND AIR.

Aynsley v. *Glover*, L.JJ., 23 W. R. 457, L. R. 10 Ch. 283.

This case is an authority for two important propositions—(1) that the Prescription Act (2 & 3 Will. 4, c. 71) has not superseded the common law in the case of claims to light; and (2) that the case of *Tapling* v. *Jones* (13 W. R. 617, 11 H. L. C. 290) governs courts of equity as well as courts of common law.

The opinion that the right to light was an exception to the general rule that the statute does not destroy the common law method of claiming an easement by prescription, appears to have been founded on certain *dicta* of Lord Westbury in *Tapling* v. *Jones*: "The right to what is called an ancient light now depends upon positive enactment. It is matter *positivi juris*, and does not require, and therefore ought not to be rested on, any presumption of grant or fiction of a licence having been obtained from the adjoining proprietor. . . . I think it will be found that error in some decided cases has arisen from the fact of the courts treating the right as originating in a presumed grant or licence." These *dicta* have led in at least three instances to positive statements by text-writers to the effect that in cases of claims to light the common law is superseded by the statute (Latham on Window Lights, p. 74; Shelford's Real Property Statutes, 8th ed. by Carson, p. 9; Goddard on Easements, pp. 98, 140). The real meaning of Lord Westbury's remarks, however, appears to be that where the claim to light is made under the statute, all that it is necessary to prove is enjoyment during the statutory period, and that in claims under the statute it is improper to import the notion of an implied grant. In support of this view it is only necessary to refer to the report of the arguments addressed to the Lords, *e.g.*, at p. 828 of 11 H. L. C.:—"The nature of the right claimed by the dominant owner . . . is a right by implied grant, even since Lord Tenterden's Act, . . . which merely alters

the mode of proof and shortens the period of prescription." It was to meet the arguments flowing from this view of the statute that Lord Westbury used the language which has so misled the text-writers, and no doubt others, and which gave rise to the contention raised in the recent case, namely, that as in that case there was unity of possession from 1849 up to a short time before the filing of the bill, the plaintiff could not prove the statutory enjoyment during the twenty years next before the suit, and that proof of immemorial user could not avail him. The Lords Justices held that the statute has not taken away any of the modes of claiming easements which existed before it, Mellish, L.J., pointing out that as the Act requires the enjoyment to be during the years next immediately before the suit or action, "a variety of valuable easements would be altogether destroyed if a plaintiff was not entitled to resort to the proof which he could have resorted to before the Act passed."

The other point decided in the recent case was as to the effect of *Tapling* v. *Jones* on the remedy in equity for interference with light. Previous to the decision of that case several judgments had been given at law to the effect that if the owner of ancient windows enlarged them or opened new ones in their neighbourhood, then the owner of the servient tenement was entitled to block up the increased or new openings, and if he could not do so without at the same time blocking up the old apertures or windows he was at liberty to block the latter up also. The ground of these decisions was the right of an owner of land to prevent an adjoining owner from acquiring either a new or increased easement as against him, and it was said that the owner of the ancient lights had no one but himself to blame if, in endeavouring to obtain an increased easement, and consequently exposing himself to his neighbour's right to prevent him from so doing, that right could only be exercised in a way prejudicial to the old easement. These decisions were overruled by *Tapling* v. *Jones*, where the proceedings took the form of an action at law, and where it was held that the opening of a new window in the dominant tenement, being in itself an innocent act, could not destroy the right to the access of light through the old windows, or enable the owner of the servient tenement to obstruct the old windows for any purpose. When, however, this decision became the subject of consideration in Chancery, the tendency of the court was at first to consider that it went only to the question of damages, and had no effect on the practice as to injunctions. In *Heath* v. *Bucknall* (17 W. R. 755, L. R. 8 Eq. 1) Lord Romilly, M.R., expressed himself to this effect in the strongest manner:—"Where the owner of the ancient light so deals with it as essentially to alter its character, to convert it into a different easement over his neighbour's land, and one which prevents him from enjoying his property as he might have done at any time before the ancient lights were so altered, then I am of opinion that the owner of the servient tenement is not debarred from the enjoyment of his land as heretofore. If, however, in obtaining such enjoyment, he unavoidably interferes with the ancient light of the owner of the dominant tenement, then the only compensation which that owner can obtain is in the shape of damages. He is still entitled to compensation for the obstruction of that which he formerly enjoyed; but, by reason of his own act, he has deprived himself of the right to call upon a court of equity to assist him." Without discussing this passage at length, we may point out that, as it appears to us, there is a fallacy underlying the whole of it. The opening of the additional windows does not prevent the owner of the servient tenement from enjoying the property as he did before; he could not block up the old window before; and all that *Tapling* v. *Jones* decided was that he could not block it up any the more because of the new window, his power over his land is not in any way altered. *Heath* v. *Bucknall* was followed by *Staight* v. *Burn* (18 W. R. 243, L. R. 5 Ch. 163), where Giffard, L.J., strongly disapproved of the doctrine laid down by Lord Romilly; but at the same time in granting an injunction prefaced his order with the words:—"The plaintiffs representing that they will either retain or restore the ancient windows," &c., thereby apparently rendering it necessary that to obtain relief the windows must be kept in their ancient state. In the recent case James, L.J., gave the plausible explanation of this part of the order, that, the application being interlocutory, it meant that a plaintiff must not, pending the proceedings, obstruct his own light in such a way as to make it impossible at the hearing to try the question of fact properly; and Mellish, L.J., said that it would not bind the court in determining the final decree. To sum up shortly this part of the recent decision: *Tapling* v. *Jones* governs the courts of equity as well as the courts of law; and when a man has an ancient window he can enlarge it or make new windows in its neighbourhood, and although he does so the Court of Chancery will restrain the owner of the servient tenement from so building as to obstruct the ancient window. We may add that, as the recent case shows, there is no difference in this respect between light claimed under the statute and light claimed, as it was in the recent case, by prescription under the common law.

COMMON LAW.

Petition of Right—Patent.

Thomas v. *The Queen*, Q.B., 23 W. R. 176, 345, L. R. 10 Q. B. 31, 44.

Dixon v. *The London Small Arms Company* (*Limited*), Q.B., 23 W. R. 317, L. R. 10 Q. B. 130.

The increasing frequency of the use of petitions of right makes it worth while shortly to notice the case of *Thomas* v. *The Queen*, and in connection with it the second case above mentioned. In *Thomas* v. *The Queen* it was sought by the Crown to limit the right of the subject to sue by petition of right to the case of claims for specific chattels or land, to the exclusion of claims for debt, or damages for breach of contract. The court, founding themselves upon *The Bankers' case* (14 How. St. Tr. 1), decided against the Crown. It will be observed that no distinction was taken between claims for debts and claims for unliquidated damages. Such a distinction might have derived some colour from the expressions used by Lord Somers in that case, and from the absence of any precedent of the latter kind; but it would not have been consistent with the argument for the Crown, which was founded on the view that *amoveas manus* was the only judgment which could be properly rendered on a petition of right. However this may be, the case of *Thomas* v. *The Queen* decides the large proposition that a petition of right may be maintained for unliquidated damages for breach of contract.

An attempt was made by the suppliant in this case to avail himself of the remedy by discovery given in actions by the Common Law Procedure Act, 1854, by requiring the Secretary for War, or some other officer of the War Department, to make an affidavit of documents; but the application was refused, on the double ground that section 7 of the Petitions of Right Act, 1860 (23 & 24 Vict. c. 34), did not incorporate these provisions, and that it was an attempt to obtain discovery from a person not a party to the suit.

In the second case (*Dixon* v. *London Small Arms Company, Limited*) the defendants attempted to avail themselves of the defence that to sue them was, in effect, to sue the Crown. They had, under an indemnity from the Crown, manufactured, as independent contractors, articles which were an infringement of the plaintiff's patent rights. *Feather* v. *The Queen* (6 B. & S. 257) had decided that a petition of right could not lie against the Crown for infringement; and the decision in that case was to the effect that, not only was the matter not one for petition of right, but that by the true construction of patents the Crown did not exclude itself from the use of

the invention. The court, however, declined to extend this principle to the case of an independent contractor, not acting as a servant of the Crown, but as a manufacturer and vendor to the Crown.

SALE OF GOODS—PROPERTY PASSING.

Ogg v. *Shuter*, C.P., 23 W. R. 319, L. R. 10 C. P. 159.

It is not often that a single case combines so many elements bearing, but bearing in opposite directions, upon the question of whether the property in goods shipped had or had not passed to the purchaser. Formerly a much more stringent effect was given to certain particular circumstances. Of late the tendency has been to inquire in every case what was the intention of the parties, the answer being a result arrived at by estimating the force or value of each term in the contract and each circumstance in the transaction, both severally, and as affected by one another. Here, in favour of the defendant's view that the property had not passed, were the circumstances that the terms of payment mentioned in the bill of lading were "cash against bill of lading," and that the bill of lading made the goods deliverable to the order of the consignors' agents, and was indorsed to them. On the other hand, the goods were, by the contract, to be shipped f.o.b.; a part of the price was in fact paid at the time of shipment, and the goods (potatoes) were delivered on board into sacks provided by the buyer. The court considered the latter arguments to outweigh the former, and, if we may venture to say so, we entirely concur. The case is not one that can be said either to decide, or to illustrate in a decisive way, any rule or principle of law; but it is useful as a practical interpreter of ordinary business transactions.

Reviews.

PUBLIC WORSHIP.

THE LAW RELATING TO PUBLIC WORSHIP. By SEWARD BRICE, LL.D., of the Inner Temple, Barrister-at-Law. Stevens & Haynes. 1875.

This book evidently owes its origin to the Public Worship Act, 1874, but it aspires to being a complete treatise on the subject of public worship, and deals more or less completely with almost every legal or historical topic connected with that subject. The sources of ecclesiastical law, different kinds of churches, consecration and re-consecration, the history of the different English Prayer-books and the differences between them, the vexed questions of ceremonies, vestments, and ornaments, with the recent decisions upon them, the Church Discipline Act, the procedure of ecclesiastical courts, and the constitution of the court of final appeal, are all treated in detail, no less than the Public Worship Act itself; while the different Acts of Uniformity, together with other statutes relating to public worship, and the injunctions of Edward and Elizabeth, the advertisements, the Thirty-nine Articles, and the Canons of 1603 are all printed at length in an appendix. As the preface is dated in March last, only eight months after the preface to Dr. Brice's work on the completely different subject of "*Ultrà Vires*," it is a remarkable instance of quick workmanship.

The value of the work would, however, in our opinion, have been much increased, if its scope had been more narrowly limited to the subject of public worship, and if this, and the expenditure of a greater amount of time, had enabled the writer to investigate that subject more thoroughly and with greater attention to the original enactments upon it, and to the mode in which they were interpreted and applied during the years immediately following their enactment. Dr. Brice states that it was originally intended to include in the appendix some of the visitation articles of the bishops during the sixteenth and seventeenth centuries, but while we quite approve of the reason he assigns for not having done this, viz., that these articles can now be obtained in a very accessible form, being printed in the appendix to the second report of the Ritual Commissioners, we are not equally satisfied to find that, so far as we can discover, no use whatever has been made of these visitation articles in the text of his work.

But, in fact, even the statutes and canons printed in the appendix seem to have been only superficially studied. At p. 165, Dr. Brice states that "the legality of a particular ceremony depends mainly, if not exclusively, upon the 4th section of Elizabeth's Act of Uniformity," which section imposes penalties on "using any other rite, ceremony, order, form, or manner of celebrating the Lord's Supper, &c.": ignoring altogether the 2nd section of the same Act about saying and using the service "in such order and form as is mentioned in [the Prayer-book] and none other or otherwise," and the 14th canon, "that all ministers shall observe the order, rites, and ceremonies prescribed in the Book of Common Prayer . . . without either diminishing . . . or adding anything in the matter or form thereof."

The section on "acts of reverence" (pp. 177—183) contains some mistakes which we should not have expected in a treatise on ecclesiastical law. After quoting from the 52nd of Elizabeth's Injunctions, and the 18th canon, most positive orders that "in time of Litany and all other collects and common supplications to Almighty God, all manner of people shall devoutly and humbly kneel upon their knees, and give ear thereto," and that "when the name of Jesus is mentioned due reverence shall be made of all persons," Dr. Brice adds:—"But bowing and kneeling, even when practised in the manner here enjoined, may still be done with such attendant circumstances as to constitute a ceremony, and then, if not directed by the rubrics, they will be unlawful," and he instances the kneeling and prostration by the officiating priest during the consecration prayer, which was pronounced unlawful in *Martin* v. *Mackonochie*. We should have thought it obvious that the injunction that "all manner of people shall kneel and give ear thereto" could not be intended to apply to the officiating minister, at any rate during the communion service, where the rubrics contain careful directions as to his standing and kneeling. We should have also thought it clear that the kneeling ordered in the injunction must be a "ceremony," apart from any "attendant circumstances." (See the quotations from Bona and Dean Field in Sir R. Phillimore's judgment in *Martin* v. *Mackonochie*, L. R. 2 A. & E. 133-6.) We are also unable to understand why, at p. 183, Dr. Brice refers to this bowing and kneeling enjoined by the injunction and canon as in the category of "permissive though not compulsory." When originally enacted they were obviously intended to be compulsory, and the visitation articles published by the Ritual Commission frequently contain inquiries whether any of the parishioners do not comply with them, sometimes expressly requiring that the names of the offenders should be presented. Whether they have now ceased to be obligatory, either through the decision in *Middleton* v. *Crofts*, that the canons of 1603 do not bind the laity, or otherwise, is a separate question to which Dr. Brice does not refer.

In discussing the rubric "the morning and evening prayer shall be used in the accustomed place" (p. 24), Dr. Brice involves himself and his subject in difficulties, both by omitting the important qualification, "except it be otherwise determined by the ordinary of the place," and also by laying down the principle that, "according to the usual canons of interpretation, it [the rubric] must be construed according to the circumstances existing at the time of its promulgation in 1662." If this view were correct, the "accustomed place" would be that used by the Presbyterian and Independent ministers during the Commonwealth, and until they were ejected after the new Prayer-book had become law. If Dr.

Brice had compared the visitation articles before 1640 with those after 1662, he would, we think, have been satisfied that none of the bishops had any idea that the retention of this Elizabethan rubric in the revised and re-enacted Prayer-book had in any way altered the law. The Elizabethan rubric about the accustomed place had in fact been overridden as early as 1566 by the direction contained in the advertisements, and repeated in substance in the 14th canon, that "the common prayer shall be said or sung in such place as the ordinary shall think meet for the largeness or straitness of the church and quire." Dr. Brice has altogether omitted to discuss the place of the communion table, though he has devoted several pages to the decisions as to its form and material. We should have been curious to see how he applied his principle of interpreting the revised Prayer-book as an entirely new book to the rubric as to the communion table standing "where morning and evening prayer are appointed to be said."

Dr. Brice's work may, we hope, be found useful as a handy collection of the statutes, injunctions, canons, and also of the principal legal decisions and *dicta* bearing on the subject, but we cannot recommend it as sufficiently thorough or accurate to be relied upon as a safe guide. On account of the complicated nature of the subject, nice discrimination and extreme accuracy are required in treating it, and the following instances will show that Dr. Brice is sometimes wanting in these respects. At p. 113 he states that "the rule as to ceremonial" laid down in *Westerton* v. *Liddell* "does not apply in all its strictness to matters of *ritual* and doctrine." At p. 35 his statement of this rule begins "in the performance of the services, *rites*, and ceremonies." At p. 25 he confuses the first and second Prayer-books of Edward, and misstates the period during which the first was in use. At p. 376 he represents the Dean of Arches and the Privy Council as both giving a particular reason for their decisions in *Simpson* v. *Flamank*, whereas the Judicial Committee expressly disclaimed that reason. At p. 28, after stating that "the chief festivals of the Church have special services appointed for use on their anniversaries," he adds, "With respect to the other holidays and Saints' days there is no express provision, and the observance of them is left to each person's discretion." But as the table in the Prayer-book of "all the feasts that are to be observed in the Church of England" contains only days for which special services are appointed, the observance of other days in the Church of England in public worship must be illegal. Dr. Brice recognizes Sir R. Phillimore's decision in the *Purchas case* that it was unlawful to give notice that there would be special services on other Saints' days, *e.g.*, the Feast of St. Britius, referring as the reason to this table of "all the feasts;" but while he accepts the decision, he disregards the reason. At p. 404, in commenting upon the Public Worship Act, Dr. Brice remarks:—"The evidence must be given *viva voce* and *upon oath*. It is not said '*oath or affirmation*' since the only parties and witnesses contemplated are members of the Church of England." If this were correct a clergyman might, to a considerable extent, protect himself from the Act by employing officials and servants who have conscientious objections to taking oaths. But, in fact, under the Act "for shortening the language of Acts of Parliament" (13 & 14 Vict. c. 21), the word "oath" includes "affirmation."

In passing sentence of penal servitude for life on a man found guilty at Maidstone, on Thursday last, of assault with intent to murder, Mr. Justice Brett said that a dark cloud of crime sometimes passed over a country, and in this country at the present time crime seemed to take the form of brutal deadly violence, first to men and now even to defenceless women. But if juries were firm in discharging their duty, and judges were firm—as he believed they meant to be—in administering the law, it would be found strong enough to repress these outrages, and there could be no need of any alteration of the law.

Notes.

As a matter of some little interest and curiosity, we may draw our readers' attention to the fact that out of the cases reported in this week's issue of the *Weekly Reporter*, no less than seven involve important questions on costs or practice. We may summarize them briefly as follows:—In *Paddon* v. *Winch*, legacies amounting to £650 were charged on land worth £2,000. In a suit against the purchaser of the land for the purpose of realizing the charge, Bacon, V.C. (reversing the decision of the taxing master), held that the costs were payable on the lower scale. In *Harbe* v. *Harbe*, Hall, V.C., decided that a direction in a will to pay "testamentary expenses" out of a particular fund, throws on the fund the costs of a suit to administer the estate. In *The Merchant Banking Company* v. *Maud*, the costs of a third counsel on an appeal were disallowed, although, under the circumstances, the employment of the third counsel did not increase the burden cast on the losing party. There were two sets of defendants; one had retained two counsel, the other had retained Sir Roundell Palmer and another. The latter defendant could not be heard on the whole case before the Court of Appeal, and by arrangement he gave up Sir R. Palmer to his co-defendant, and went in with only one counsel. The defendants were successful, but Bacon, V.C., upheld the taxing master in refusing the costs of the third counsel. *Powell* v. *Elliott*, before the full Court of Appeal in Chancery, is another case on costs. *Vale* v. *Oppert*, before the Lords Justices, involved the question of the effect of a solicitor's lien on his client's documents, and the right of the other parties in a suit to their production. *Murphy* v. *Winn*, before the Master of the Rolls, may be given in the words of the head-note: "Plaintiff requiring an answer to an amended bill, the court, considering the case not provided for by the Orders, directed the Clerk of Records and Writs to seal a copy of the amended bill with a special indorsement," such indorsement being the words: "The plaintiff requiring an answer." And lastly, in *Lloyd* v. *Lloyd*, Bacon, V.C., on further consideration in an administration suit, allowed a trustee certain payments which had been disallowed him by the chief clerk, although the time for reviewing the chief clerk's certificate had expired.

On Monday last, in a case of *Ex parte Reader*, the question arose whether there is any limit of time within which, after an issue of fact has been tried by a jury, application must be made for a new trial. In *Ex parte Brown* (22 W. R. 602, L. R. 9 Ch. 304) it was decided that, by analogy to rule 143 of 1870, which fixes twenty-one days as the limit within which an appeal must be brought from any order made by a court of first instance, an application for a re-hearing must, as a general rule, be made within the same period; otherwise the provisions of rule 143 might be evaded by the device of getting the case re-heard in the same court, and then appealing from the order made upon the re-hearing. In *Ex parte Reader* it was contended that an application for a new trial of an issue of fact by a jury ought to be made within the same limit of time. But the Chief Judge held that, as there had been merely a finding of a jury, and no order consequent thereon had been made by the judge, the analogy did not apply, and that an order for a new trial had been properly made, although more than twenty-one days had elapsed after the original finding before the application for a new trial was made.

Before the Bankruptcy Act of 1869 it was necessary that a petitioning creditor's debt should be a debt due at law *and* in equity. The Act of 1869, section 6, provides that "the debt of the petitioning creditor must be a liquidated sum due at law *or* in equity." On Monday, in *Ex parte Cooper*, the question was raised whether the equitable assignee of a debt could present a bankruptcy petition against the debtor in his own name, without joining the assignor as co-petitioner. Mr. Registrar Pepys doubted whether this could be done; the Chief Judge held that it could.

It seems that, in the case of Carl Vogt, the question as to whether the Federal courts of the United States, upon an application for extradition, can examine into the sufficiency of the evidence given before the commissioner who has ordered the warrant of commitment to issue, has been settled, in accordance with *Re Heilbron* (12 N. Y. Leg. Obs. 65) and *Re Veremaitre* (9 *Ibid.* 137), against the right of the Federal court to investigate the evidence. The judgment was given by Judge Blatchford, and Judge Woodruff concurred in it. It is stated that Vogt has at last been surrendered to the Belgian authorities.

THE LAND TRANSFER BILL.

The following, among other amendments, are to be moved in committee by the members mentioned below:—

Mr. Alfred Marten.—Clause 120, page 37, after line 32, add "The assistant registrar so attached, and, upon his ceasing to hold his said office, any assistant registrar hereafter appointed, being a barrister of ten years' standing at the least, whom the Lord Chancellor shall from time to time nominate for the purpose, if he think fit to make such nomination, shall be called the vice-registrar.

"The vice-registrar shall co-operate with the registrar in the conduct of the business of the office, and may exercise such of the powers vested in the registrar by this Act as shall be prescribed, and shall have the same indemnity as is by this Act given to the registrar, and there shall be the same appeal as in the case of the registrar, and any order made by the vice-registrar may in like manner as in cases of orders made by the registrar be made orders of and enforced by the court.

"The vice-registrar shall hold his office during good behaviour, and the provisions in this Act contained as to the retiring pension of the registrar to be appointed under this Act shall be applicable to the retiring pension of the vice-registrar. In the event of a vice-registrar being appointed registrar, his service as assistant registrar or vice-registrar shall, for the purpose of his retiring pension, be reckoned as equivalent to service as a registrar."

Mr. Attorney-General.—Page 21, after clause 65, insert the following clause:—(Registry of land below high water mark.) If it appears to the registrar that any land, application for registration whereof is made to him, comprises land below high water mark at ordinary spring tides, he shall not register the land unless and until he is satisfied that at least one month's notice in writing of the application has been given to the Board of Trade; and in case of land in the county palatine of Lancaster, also to the proper officer of the Duchy of Lancaster; and in case of land in the counties of Cornwall or Devon, also to the proper officer of the Duke of Cornwall; and in all other cases also to the Commissioners of her Majesty's Woods, Forests, and Land Revenues.

Mr. Alfred Marten.—After clause 59, insert the following clause:—(Power to remove land from register.) Every registered proprietor of freehold or leasehold land may, in the prescribed manner, remove such land or any part thereof from the register.

The removal shall be completed by the registrar entering on the register a minute thereof.

All estates, charges, rights, interests, equities, and powers subsisting in, on, or over any land at the time of its removal from the register shall continue to subsist in, on, or over the same notwithstanding such removal; but such land, estates, charges, rights, interests, equities, and powers shall, from and after such removal, be held, enjoyed, exercised, transferred, transmitted, dealt with, and disposed of in the same manner and with the same incidents and effect in all respects as other unregistered land and similar estates, charges, rights, interests, equities, and powers in, on, or over such land.

All the provisions in this Act contained as to notices, cautions, inhibitions or other restrictions upon or against any transfer of or other dealing with registered land shall, so far as the same are applicable, extend to any removal of land from the register; and no removal of any land from the register shall take place without the previous consent, to be testified in the prescribed manner, of every person entitled to any registered charge thereon.

Mr. Jackson.—Page 25, leave out clause 80, and insert the following clause:—Removal of land from register. (Power to remove land from register, 25 & 26 Vict. c. 53, s. 34.) The registered proprietor of any registered land may, with the consent of all persons appearing by the register to be interested in such land, remove the same from the register, and thereupon the register shall, as respects such land, be deemed to be closed.

Mr. Gregory.—To move the following clauses:—(Removal of land from registry of title.) The registered proprietor of any land entered on the register of title may, with the consent of all persons appearing by the register to be interested in such land, remove the same from the register; and thereupon the register of title shall, as respects such land, be deemed to be closed.

When the register of title in respect of any registered land is closed, there shall not be entered on the register any further transfer of or further charge on such land, but there may be made on the register any entries in relation to the title already registered which might have been made if the register of such land had not been closed, and the registered title of any such land shall, so far as it extends, have the same effect in all respects as if it had been continued.

(No priority to be acquired by tacking in case of notice.) No priority or protection shall be given or allowed to any estate, right, or interest in land by reason of such estate, right, or interest being protected by or tacked to any legal or other estate or interest in such land, where the person who would otherwise have acquired such priority or protection, or the person through whom he derives title otherwise than by purchase for valuable consideration, had, at the time when such priority or protection would otherwise have been acquired by him, notice of the estate or interest in derogation or to the prejudice of which such priority or protection would otherwise have operated.

(Abolition of executory devises.) A devise in the will of any testator made after the passing of this Act in terms which if this Act had not been passed would either expressly or by implication of law have conferred on the devisee an estate in fee simple in any hereditaments devised thereby, subject to an executory devise or limitation over to take effect in the event of the devisee dying without leaving a child or children living at his death, or without leaving issue living at his death, shall confer on such devisee an estate in fee simple in the same manner as if such executory devise or limitation over had not been contained in such will.

THREE LEADING AMERICAN ADVOCATES.

The *Albany Law Journal* gives the following estimate of the leading advocates in the *Beecher-Tilton case*:—

We have for many years believed that, as a mere declaimer, Mr. Beach stands, not only at the head of the American bar, but at the head of all American orators. His oratorical style is well-nigh perfection. A presence of rare manly beauty and dignity, a voice of great power and sweetness, a vocabulary singularly affluent and sonorous, an unquenchable enthusiasm, and a masculine nobility and vigour of thought, make him a great master of oratory. In regard to his elocution Mr. Beach has but a single defect; his gestures are constrained, awkward, and violent. As a forensic rhetorician we think he is too level, and that his level is too high. He would gain in effect by having more conversational and familiar passages. The thunder is grand, but we don't want always to hear it. He commands rather than persuades, and men sometimes set their faces against such advocacy. As an advocate Mr. Beach suffers from a lack of two gifts—humour and the power of illustration—very important defects in an advocate. In the former of these qualities he is strikingly inferior to Mr. Evarts and in the latter to Mr. Porter. In his conduct of a case Mr. Beach is remarkably self-possessed, fertile, and courageous, but lacks tact and knowledge of human nature. We think, too, from a pretty intimate knowledge of him, that his culture is by no means so broad as that of either of his antagonists. He is not a man of many books, except law books. Still, he is not by any means a genius; he is simply a man of the highest order of legal talents. It may be inferred from the foregoing that we do not give him the very highest place as an advocate at *nisi prius*. But before an appellate court, in the dis-

cussion of pure questions of law, we regard him as the head of the American bar. There his grand manner, his elevated style, his noble scorn of petty arguments, and his various and profound legal learning, find their proper place. This is a higher sphere than persuading juries, and Mr. Beach should addict himself to it. It is in this walk, and not in the service of such men as Stokes, Barnard, and Tilton, that he will find his permanent and most satisfactory fame.

Singularly enough, in Mr. Porter we find a life-long professional antagonist of Mr. Beach. It is gratifying to know that, like two athletes who have long struggled doubtfully for the mastery, they have the profoundest respect for each other. A more complete contrast to Mr. Beach than Mr. Porter, in every point of view, could not be imagined. In person rather insignificant and in manner apparently somewhat theatrical, he possesses none or few of the graces of the orator. But he possesses something which is more effective, namely, the indefinable magnetism which enables some rare men to fascinate their auditors. In our opinion Mr. Porter comes nearer to being a genius than any other man at our bar. If we were called on to point out his most prominent and potent characteristic, we should say it is his dramatic power. His trial of a cause from the start is a consecutive drama. No question and no suggestion but has some connection in his mind with his final argument. We have watched his wondrous power in this respect until we have grown to regard it as something almost magical. It has sometimes seemed to us almost as if he swayed the cause at his own sovereign pleasure. In summing up, his glowing imagination, his exquisite ingenuity, his magnificent generalizations, his manly pathos, his faculty of grouping and contrasting facts, his fertility of illustration, and his vivid and dramatic rhetoric, seize upon the listener and carry him out of himself, and make him the property of the orator. Mr. Beach fills us with admiration of the advocate, Mr. Porter makes us in love with his cause; Mr. Beach lifts us up, Mr. Porter carries us away; when we listen to the one we are afraid we shall yield, when we hear the other we yield without knowing it. . . As we have not hesitated to speak of Mr. Beach's deficiencies as an advocate, so we shall allude to what seems to us Mr. Porter's main defect. He always strikes us, on reflection, as an actor. He is just as effective in a bad case as in a good one. The cause lends him no aid; he makes the cause. At the moment we yield, just as the jury does. If he has the last word, the day is his. But we suspect that if he is to be answered by a strong man, his wondrous spell might fade.

We now come to Mr. Evarts, who has a more extended reputation than either of his brethren. With a world-wide celebrity as a lawyer and a statesman, he stands as the representative man of our profession. But Mr. Evarts is not a shining orator, and consequently cannot be compared with Mr. Beach or Mr. Porter as an advocate. In several essentials, however, we think he surpasses both of them. In humour, in adroitness, in judgment, in patience, in self-mastery, and in a knowledge of law in its highest and broadest sense, he is in our opinion *facile princeps*. As we are not a juryman, we confess that, after quaking at the thunders of Beach, and growing feverish over the drama of Porter, it is refreshing to listen to the calm, clear logic of a man like Evarts. If one considers a case under Beach's presentation it is like looking at an object through a superior magnifying glass; when Porter presents it, you gaze through a variously-stained glass window of many panes; when Evarts presents it, you see it through a broad clear pane of French plate. We had feared, however, that Mr. Evarts would not appear to his best advantage in this trial. We had supposed that his proper and exclusive arena was where grave constitutional questions are discussed, as for instance on the impeachment trial of President Johnson. But his conduct of this case has been a surprise to us, as we dare say it has been to every one else. It seems to us that it has been faultless. In every point of view, as an examiner and cross-examiner, in the discussion of points of evidence, and in the summing-up, he has exhibited the most varied and admirable talents of a lawyer. His cross-examination of Theodore Tilton, in our judgment, was an unequalled masterpiece, and his final argument, while it must yield to those of his brethren in brilliancy and declamatory force, must have left a deeper mark on the jury than theirs. Mr. Evarts' rhetoric is far from being a model, somewhat diffuse and involved; but in spite of all seeming disadvantages he has the art to appear less an advocate and more a disinterested judge than either of his compeers.

General Correspondence.

County Court Extension.

[*To the Editor of the Solicitors' Journal.*]

Sir,—London creditors have much trouble in recovering debts made by travellers in the provinces, as the orders for delivery rarely go beyond delivery to the rail, even where the customer pays carriage per rail.

Since the County Courts Act, 1856, creditors carrying on business in any of the ten metropolitan courts can sue a debtor in any other of these districts, independent of the cause of action, and this useful section was applied to the City of London Court by the last Act of 1867, but in that court the judge invariably decides against plaintiffs suing debtors in the country, where the orders are for delivery to railways outside the city.

I recently learned that a totally different view of the law prevails in Southwark, the judge of that court ruling in favour of his jurisdiction, in an action against a tradesman in Bristol, on an order obtained there to be sent, as the traveller swore, in their usual way, per Great Western Railway from Paddington, the defendant paying railway carriage certainly, therefore delivery at Paddington was a delivery to the defendant, but I contended out of the Southwark district; but it was held that the statute made the metropolitan courts one, and, therefore, delivery in any part made a cause of action for the plaintiff in any other.

With diffidence, I doubt this ruling, and cannot see how the power to sue defendants dwelling or carrying on business in a metropolitan district can give jurisdiction against a defendant outside the metropolis by the mere receipt of goods within, assuming the carrier's agency for defendant to the utmost. The 19 & 20 Vict. c. 108, s. 18, does not say a word about cause of action, but is limited to "dwelling or carrying on business." Does the mere receipt of goods by a carrier constitute a carrying on of business by the consignee where so received?

G. Manley Wetherfield.

1, Gresham-buildings, E.C., July 20.

Re Solomon and Davey.

[*To the Editor of the Solicitors' Journal.*]

Sir,—On reading the minutes of the order made by Vice-Chancellor Hall in *Re Solomon and Davey* (as reported in last week's number of the *Solicitors' Journal*), I am inclined to think that some mistake must have crept either into the minutes or the report.

The order, as reported, is stated to be that "the vendor do, within seven days from the service of this order, answer the third requisition of the said Frances Davey as to whether the vendor is, *or her solicitors are*, aware of any judgments, &c., affecting the property not disclosed by the abstract." Can it be that a vendor is bound to answer for the knowledge of his solicitor? It is surely enough if he answer as to his own. The requisition has become so usual that any decision of Vice-Chancellor Hall must have great weight with the profession; and it is important that the precise terms of the order should be understood.

F. H. Piper.

[Our report contained the exact words of the order made by the Vice-Chancellor, a copy of which now lies before us.—Ed. *S. J.*]

The Patents Bill.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your critique last Saturday on the report of the Select Committee on Acts of Parliament, you state that the session has indeed produced in the Patents Bill one very meritorious specimen of the work of the office of Parliamentary Counsel, but you must regard it as a happy omen of what may be, rather than as fairly representing what is. But it appears incidentally in the evidence given before that committee by Mr. F. S. Reilly (questions 558, 559, 592—595) that he is the draftsman of that Bill, and that he has no connection with the office of the Government Parliamentary Counsel.

C. E. Jemmett.

Lincoln's-inn, July 21.

[We are sorry to have to give up the happy omen.—Ed. *S. J.*]

Appointments, Etc.

Mr. NATHANIEL BAKER, barrister, has been appointed Secretary to the Royal Commission to inquire into the practice of subjecting live animals to experiments for scientific purposes. Mr. Baker was called to the bar at the Inner Temple in Trinity Term, 1867, and is a member of the Oxford Circuit and the Worcestershire and Gloucestershire Sessions.

Mr. PETER DE EGGLESFIELD COLLIN, solicitor, of Maryport, has recently been appointed Clerk to the School Boards of Dearham, Flimby, Holme St. Cuthberts, Aspatria and Brayton, and Seaton and Camerton, and also Clerk to the Burial Board for Dearham, Ellenborough, and Evanrigg.

Mr. GEORGE BURROW GREGORY, solicitor, M.P. for East Sussex, has been elected President of the Council of the Incorporated Law Society for the ensuing year. Mr. Gregory is the son of the late Mr. John Swarbreck Gregory solicitor, and was born in 1813. He was educated at Eton and at Trinity College, Cambridge, where he graduated as B.A. in 1836. He was admitted a solicitor in 1841, and is now the head of the firm of Gregory, Rowcliffes, and Rawle, of 1, Bedford-row In 1868 he was returned for East Sussex in the Conservative interest, and in 1874 he was re-elected without opposition. Mr. Gregory is treasurer of the Foundling Hospital, a director and trustee of the Legal and General Life Insurance Company, and a director of the Solicitors' Benevolent Association.

Mr. ROBERT GEORGE WYNDHAM HERBERT, barrister, permanent Under-Secretary of State for the Colonies, has been appointed a Deputy-Lieutenant for Cambridgeshire.

Mr. EDGAR JOHN MEYNELL, county court judge for Circuit No. 2, and Recorder of Doncaster, has been appointed to revise the Municipal Lists for the newly-incorporated Borough of Jarrow.

Mr. HENRY CONSETT PASSMAN, solicitor, of Leamington and Warwick, has been elected as the first Town Clerk of the newly-incorporated Borough of Leamington. Mr. Passman was admitted a solicitor in 1859, and has been for several years clerk to the Leamington Local Board of Health. He is also clerk to the guardians of the Warwick Union.

Mr. WILLIAM ALFRED PRINCE, solicitor, of 2, Gresham-buildings, Basinghall-street, has been elected Secretary and Agent of the Middlesex Liberal Registration Association.

Mr. FRANCIS SAVAGE REILLY, barrister, has been appointed by the Lord Chancellor to be Arbitrator under the European Assurance Arbitration Act of the present year. Mr. Reilly is the son of the late James Miles Reilly, Esq., barrister, of Cloan-Eaven, Downshire, by the daughter of the first Viscount Bangor, and he was born in 1828. He was educated at Trinity College, Dublin, and was called to the bar at Lincoln's-inn in Easter Term, 1851, and he is an equity draftsman and conveyancer. He has acted as assessor in the Albert and European arbitrations, and has edited the reports of the decisions of Lords Westbury, Cairns, and Romilly therein. Mr. Reilly has also had a large experience in parliamentary drafting, especially of Government Bills, and he was a member of the Digest Commission and of the Lord Chancellor's Committee for the Revision of the Statutes. He has also acted as a referee for the Board of Trade under the Metropolitan Gas Company's Acts.

Messrs. HENRY WRIGHT & JOHN JAMES WATERWORTH, solicitors, of Keighley, have been appointed Solicitors to the Keighley School Board.

Mr. HENRY THOMAS YOUNG, solicitor (of the firm of Walters, Young, Walters, and Deverell), of 9, New-square, Lincoln's-inn, has been elected Vice-President of the Council of the Incorporated Law Society for the ensuing year. Mr. Young was admitted a solicitor in 1844, and is a director of the Solicitors' Benevolent Association, of the Legal and General Life Insurance Company, and of the Law Fire Insurance Company.

NEW COMMISSIONER FOR TAKING ACKNOWLEDGEMENTS.

Mr. J. PERRY GODFREY, Gray's-inn, (City of London, County of Middlesex, City and Liberties of Westminster, and County of Surrey).

NEW COMMISSIONERS FOR TAKING AFFIDAVITS.

Mr. HENRY RICHARD MOYSE BELWARD (of the firm of Walker, Twyford, Belward, & Whitfield), of 5, Southampton-street, Bloomsbury.

Mr. HENRY MAXWELL DALSTON, of 161, Piccadilly.

Mr. THOMAS WILLIAM PAYNE, of 2, King's-road, Bedford-row.

The Right Hon. the Earl Spencer, K.G., has been elected Chairman of Quarter Sessions for Northamptonshire, in succession to the Right Hon. George Ward Hunt, M.P., resigned.

Mr. Bulwer, Q.C., M.P., has written to contradict the report that he is about to receive a colonial judgeship.

MR. JUSTICE FIELD AND THE MIDLAND SOLICITORS.

THE solicitors practising on the Midland Circuit have taken the opportunity of Mr. Justice Field's appointment as judge of that circuit to express their congratulations. At Derby on the 14th inst. a deputation of solicitors, introduced by Mr. Samuel Leech, under-sheriff of Derby, waited upon his lordship to congratulate him upon his elevation to the bench, and his coming to his old circuit. Mr. Barber, the clerk of the peace for the county, addressed his lordship, and stated how highly the deputation appreciated the qualities which had distinguished his lordship at the bar, and the genial and kindly manner in which he had always acted towards them. His lordship in reply said:—I cannot tell you how pleased I am with this address, for this reason, that it is a testimony to my conduct, which has been before you for many years. You have known me long, and I think no gentlemen have known me better than you have, and when I find gentlemen of high honour in your position coming forward on an occasion like this to testify your respect and esteem for me, it adds the greatest possible gratification and pleasure to the high appointment which I have received. At Nottingham, on Tuesday, during the adjournment of the court for luncheon, the solicitors of the town presented an illuminated address to Mr. Justice Field, congratulating him on his elevation to the judicial bench. The presentation was made by Mr. Browne, the borough coroner, on behalf of his professional brethren, many of whom were present. His lordship thanked them very warmly for the unexpected tribute of their esteem. He knew the sincerity of their congratulations, and he valued them on that account, but he valued them still more because of the high character, the honour, and the integrity of the numerous body of gentlemen who offered them. He had ever striven to do his duty, but he had done no more, and he had received a reward far beyond any merits of his own. He could promise them that the same simple honesty of purpose which had always actuated him while practising at the bar should influence him to do his duty as a judge.

A meeting of the Articled Clerks' Society was held at Clement's-inn Hall, on Wednesday last, when the new rules of the society were settled.

On Monday a deputation of Jarrow ratepayers waited upon Mr. Meynell, the county court judge, respecting the necessity of a separate county court being held at Jarrow, so as to prevent persons living in that locality travelling to South Shields. Mr. Meynell replied that he would give the subject attention, and in the meantime he advised the deputation to petition the Lord Chancellor.

Obituary.

MR. WILLIAM ADAM MUNDELL, Q.C.

Mr. William Adam Mundell, Q.C., died at his residence, 15, Buckingham Palace-gardens, on the 15th inst., at the age of sixty. Mr. Mundell was the son of the late Mr. Alexander Mundell, and he was born in 1815. He commenced his career as a clerk in the office of Messrs. Berridge & Morris, solicitors, of Leicester, and he was subsequently managing clerk to Messrs. Calthrop & Co., of Whitehall-place. Having afterwards decided on trying his fortunes at the bar he entered as a student at the Middle Temple, where he was called to the bar in Easter Term, 1846. He joined the Midland Circuit and the Leicestershire and Northamptonshire Sessions, and his former connection soon brought him country business, which was in time followed by a share of junior business in London. Mr. Mundell became a Queen's Counsel in 1866. He enjoyed for several years a large practice at the parliamentary bar, mainly in connection with Scotch railways. He published in 1848 a "Digest of Criminal Statutes and Cases from 1846—48."

MR. HENRY TREFUSIS SMITH.

Mr. Henry Trefusis Smith, one of the oldest solicitors in Devonshire, died at his residence at Devonport on Sunday, the 11th inst., at the advanced age of eighty. Mr. Smith was the son of the late Mr. John Smith, solicitor, of Devonport. He was born in 1795, and was admitted a solicitor in 1816. He had practised in the town ever since that date, first in partnership with his father, then for several years alone, afterwards with his son, the late Mr. Albert Smith, and finally with Mr. Charles Henry Benett. Mr. Smith had a very large private practice, numbering among his clients many of the landed gentry in Devonshire and Cornwall. He was steward to the property of Mr. Pole Carew, to the Cornwall estates of Lord Clinton, and also to the large manor of Calstock. He was a commissioner for taking affidavits both in chancery and at common law. Mr. Smith's politics were Conservative, and he took an active part in many contests in both county and borough. He was greatly respected, and his death has caused a feeling of universal regret.

A large number of members of the New York bar, says the *Albany Law Journal*, recently tendered a public dinner to Attorney-General Pierrepont, but the Attorney-General declined it, adding: "If, through the Divine guidance, I can persevere to the end of my official course so as to meet the approval of my brethren of the bar and of other good men, I shall ask no more reward; and until then permit me to decline the banquet which you so kindly offer, and for which evidence of your encouragement I am sincerely grateful."

A "City Solicitor" writes to the *Times* as follows:—While the matter is still before Parliament it may be well to ask whether one of the provisions of the Judicature Act, 1873 (section 25, sub-section 6), is thoroughly understood by the public. I refer to the provision which will allow the assignee of a debt to sue for the same in his own name. Hitherto, an action has always had to be brought in the name of the assignor, and the original parties to the transaction have, therefore, been brought face to face in court, and were responsible, according to the result of the case, for the costs of the litigation. Henceforward, however, the costs of the attempt to enforce an alleged debt (perhaps the result of some very complicated transactions) will have to be recovered from the assignee, and not from the assignor, the person with whom the transaction originated. Further, in respect to contracts with foreign houses the provision will insure the foreigner a ready means of attempting to enforce a claim without the necessity of finding any security for costs. Other instances of the effect of the operation of this section might be suggested, but the foregoing are, perhaps, sufficient to induce some expression of opinion on the subject by the mercantile community.

Parliament and Legislation.

HOUSE OF LORDS.

July 20.—FRIENDLY SOCIETIES.

On the report of amendments made in this Bill being brought up, the Earl of MORLEY moved an amendment in clause 14 to the effect that if the Government registrar was dissatisfied with the audit of accounts presented to him by any society, he might order a further audit to be made by a public auditor in the manner prescribed by the Bill.—Earl BEAUCHAMP could not accept the amendment, and it was withdrawn.

On clause 28, which provides for payments on the death of children under ten years of age, the Earl of ROSEBERY moved the insertion of words which would enable a society to hand over any sum payable on the death of such child, not only to the parents, but, "if there were no parent living, to the grandparent, uncle, aunt, or other relative who had stood *in loco parentis* to the child."—Earl BEAUCHAMP objected to the amendment, and on a division it was rejected by 50 to 28.

POLICE EXPENSES.

This Bill was read a second time.

COPYRIGHT OF DESIGNS.

This Bill was read a second time.

NATIONAL DEBT (SINKING FUND).

This Bill was read a third time.

HOUSE OF COMMONS.

July 16.—CONSPIRACY AND PROTECTION OF PROPERTY.

The House went into committee on this Bill.

Mr. CROSS moved a new clause—viz., "The Criminal Law Amendment Act, 1871, shall be and is hereby repealed."—The clause was added to the Bill.

Mr. CROSS moved, as another new clause, "Every person who, with a view to compel any other person to abstain from doing or to do any act which such other person has a legal right to do or abstain from doing, shall use violence to any person or any property, or shall threaten or intimidate any person in such manner as would justify a justice of the peace in binding over the person so threatening or intimidating to keep the peace, and every person who, with a view seriously to annoy or intimidate any other person, shall persistently follow such other person about or hide any property owned or used by such other person, or deprive him of or hinder him in the use thereof, or watch or beset the place where such other person resides or is, or the approach to such place, or shall with one or more persons follow such person in a disorderly manner in or through any street or road, shall be liable to imprisonment, with or without hard labour, for a term not exceeding three months."—The clause was added to the Bill.—Mr. BRISTOWE moved the insertion after "shall," in the 3rd line of the clause, of the words "with the view aforesaid."—The amendment was agreed to.—Mr. W. E. FORSTER moved the insertion in the 6th line, after "peace," of the words "on complaint made."—The amendment was agreed to.—Mr. MUNDELLA moved in line 12, after "liable to," to insert "a fine not exceeding £20, or to."—The amendment was agreed to, and the clause as amended was added to the Bill.

The preamble was agreed to, and the Bill as amended was ordered to be reported to the House.

EMPLOYERS AND WORKMEN.

On the motion that this Bill, as amended, be considered, Mr. CROSS moved at clause 3, page 2, line 14, after "defendant" to leave out "to" and insert "and one or more surety or sureties that the defendant will."—The amendment was agreed to.

Mr. CROSS then moved at clause 9, page 5, after "summary jurisdiction" to insert "and in particular for the purpose of regulating the costs of any proceedings in a court of summary jurisdiction, with power to provide that the same shall not exceed the costs which would in a similar case be incurred in a county court."—The amendment was agreed to.

Mr. CROSS moved, at clause 3, page 2, line 17, to leave

ext from "and may be," inclusive, to the end of the clause, and insert as a separate paragraph:—"Any sum paid by a surety on behalf of a defendant in respect of a security under this Act, together with all costs incurred by such surety in respect of such security, shall be deemed to be a debt due to him from the defendant; and where such security has been given in or under the direction of a court of summary jurisdiction, that court may order payment to the surety of the sum which has so become due to him from the defendant."—The amendment was agreed to.

JUDICATURE ACT (1873) AMENDMENT (SALARIES, &c.).

On the motion for going into committee, Sir W. HARCOURT protested against an indefinite multiplication in the number of the judges. The Attorney-General had given notice of an amendment, to be moved on the report of the Judicature Bill, which in a great degree obviated the objections which had led him to give notice of opposition to the Bill. Instead of creating two judges for the Court of Appeal, two of the common law judges were to be borrowed when their services were required. The assertion that more judges were required was a most bitter censure upon the Judicature Act. It was an admission that it provided no real legal reform at all—that what it did was to create more judges.—Mr. GREGORY said the number of remanets in the courts showed that the number of judges was not too great for the proper transaction of the business brought before the courts. He trusted that under the new system there would be continuous sittings in London and Middlesex, and that more time would also be given for the proper trial of civil causes on circuit. In his opinion an intermediate Court of Appeal was of great importance in reference to the working of the Act of 1873. The presence of the chiefs of the respective courts could not be relied on in the Court of Appeal. You could, therefore, only rely on the two Lords Justices and the new judge to constitute the court. Now, three judges were quite inadequate to dispose of the business. The Lords Justices at present heard about 200 cases a year, and their business alone was quite as much as any court could dispose of properly. For the other appeal business there must be another court which would find full occupation. It was proposed that this court should be made up of judges taken haphazard *pro hac vice*, at the request of the chiefs. The result would be that when two strong judges were chosen, the courts of first instance would be weak; and when two weak judges were chosen the appeal court would be of the same character The general opinion of both branches of the legal profession was that the common law staff of officers was in excess of what was required. If the masters were brought together and worked together instead of having them in each court one-third of their number might be dispensed with, and the associates and clerks of assize might be utilized and appointed to vacancies as the masters fell off. Again, many of the clerks attached to these offices might also be saved; and by these economies three judges might be provided with little cost to the country.—Mr. GLADSTONE said it was certainly a very melancholy reflection to himself that here once more there was an entire breakdown of the promises which had been held out to the country with respect to the great economy of judicial time and power and the consequent contraction of establishments which the important changes of the Judicature Act were to produce.—Sir H. JAMES said that actual experience of the working of the Judicature Act might show that the number of judges could be safely reduced; but the number ought not to be diminished on speculation, and certainly not until the arrears of the present system had been worked off, and until we had tried and tested the forms of procedure under the new system, the introduction of which was in itself a sufficient reason for maintaining such a judicial strength as would secure the new system a fair trial.—The ATTORNEY-GENERAL said he had received communications from all parts of the country—from judges, barristers, legal societies in London and the provinces, large commercial constituencies, and chambers of commerce—all urging upon him to maintain the full number of judges, on the ground that the judicial business of the country required their services.—The House went into committee, and the resolution providing for the expense of retaining the number of the judges at eighteen, was agreed to.

PHARMACY.

This Bill was read a third time and passed.

WASHINGTON TREATY (CLAIMS DISTRIBUTION).

This Bill passed through committee.

July 21.—SCHOOL ATTENDANCE IN TOWNS.

This Bill was withdrawn.

CHELSEA BRIDGE.

This Bill was read a third time.

CANADA COPYRIGHT.

This Bill passed through committee.

July 19.—AGRICULTURAL HOLDINGS (ENGLAND).

On the order of the day for resuming the committee upon this Bill, Mr. JAMES BARCLAY moved "That, instead of attempting to deal with all classes of agricultural improvements by optional provisions, as in the present Bill, it would be more satisfactory to the country to defer dealing with permanent improvements, and to provide at present that compensation for temporary improvements be imperative in all cases."—Mr. PEASE seconded the motion.—After a long discussion the motion was rejected by 303 to 76.—The House then went into committee, and progress was immediately reported.

MILITIA LAWS CONSOLIDATION AND AMENDMENT.

The House went into committee on this Bill.—Several clauses having been agreed to, progress was reported.

COUNTY COURTS.

This Bill was read a third time.

PUBLIC WORKS LOAN.

This Bill was read a third time.

ECCLESIASTICAL FEES RE-DISTRIBUTION.

Mr. RUSSELL GURNEY moved the second reading of this Bill, but the debate was adjourned.

July 20.—CONSPIRACY AND PROTECTION OF PROPERTY.

On the consideration of this Bill, as amended, Mr. W. HOLMS moved in clause 4, page 2, line 10, after "service," to insert "or other contract," his object being to make the provisions with respect to breach of contract applicable, not only to workmen, but to other persons who might have made a contract for the supply of gas or water to a town.—Mr. CROSS opposed the amendment, and, on a division, it was rejected by 100 to 88.

On clause 5, Sir J. LUBBOCK moved to omit the words "of service."—The ATTORNEY-GENERAL declined to assent to the amendment, and on a division it was rejected by 137 to 100.

Sir W. HARCOURT moved, in clause 8, an amendment to leave out from "abstain from doing" to the end of the clause, and to insert "shall persistently follow such other person about, or hide any property owned or used by such other person, or deprive him of the use thereof, or with one or more persons follow such person in a disorderly manner, shall be liable to a fine not exceeding £20, or to imprisonment with or without hard labour for a term not exceeding three months."—Mr. CROSS opposed the amendment, which was rejected by 219 to 91.

Clause 14 was, on the motion of Mr. CROSS, struck out of the Bill.

Mr. CROSS, on clause 15, page 6, line 26, moved to insert, as a separate sub-section:—"1. The Act of the session of the 34th and 35th years of the reign of her present Majesty, cap. 32, intituled:—'An Act to amend the criminal law relating to violence, threats, and molestation.'"—The motion was agreed to.

The report was then agreed to.

AGRICULTURAL HOLDINGS.

The House went into committee on this Bill.

Clauses 1 and 2 were agreed to.

On clause 3, Sir G. JENKINSON moved to insert, after the word "Ireland," the words, "Nor shall it extend to any holding in England or Wales in respect of which a written agreement is in existence between the landlord and his tenant at the date of the commencement of this Act."—Mr. DISRAELI thought the amendment was not germane to the clause, which related to territorial extent, and not to tenancies.—After much discussion the amendment was withdrawn.—Clause 3 was agreed to.

Clause 4 was postponed.

On clause 5 (tenants' title to compensation), Mr. WADDY moved that the clause be postponed until the committee had an opportunity of considering clause 46.—The motion was negatived.—Mr. GOLDSMID called attention to the circumstance that, besides the marginal note of this clause, "Tenants' Title to Compensation," it was preceded by a heading, "Tenants' Compensation for Improvements," and he asked the chairman whether the heading was part of the Bill.—The CHAIRMAN said it was of the nature of a marginal note, which was no part of a Bill.—Mr. JACKSON said he had known cases of doubtful construction of Acts of Parliament in which the courts had been influenced by the headings of clauses, and the sub-division of the Act into parts by means of such headings, and therefore it was important that the House should have some control over them.—Mr. W. EGERTON said that if the clause were amended the heading could be altered on the report.—Mr. GOLDSMID contended that if the heading could be altered on the report it could be amended in committee. These headings were put in by the draftsman, who, as they were told last night, acted upon the strict orders of the Government; and this heading embodied a principle he desired to oppose.—Mr. DODSON supported the ruling of the chairman that the heading of the clause was no more part of the Bill than the marginal note or the figures numbering the lines on each page, and said that when a Bill was passed those who had charge of it could re-arrange and re-number its clauses if they thought it desirable to do so.—Mr. DILLWYN contended that if a heading was no part of a Bill it had no business there.—The CHAIRMAN repeated his ruling, and stated what was the next question for the consideration of the committee.—Sir T. ACLAND moved, clause 5, line 22, to leave out "executes," and insert "lays out money," in order that the word "improvements" might be struck out of the heading.—Mr. DISRAELI defended the use of the word "improvements."—The debate stood adjourned.

CHELSEA BRIDGE.

This Bill passed through committee.

WASHINGTON TREATY (CLAIMS DISTRIBUTION).

This Bill was read a third time.

LUNATIC ASYLUMS (IRELAND).

This Bill, as amended, was considered.

COUNTY SURVEYORS' SUPERANNUATION (IRELAND).

This Bill was read a third time.

Court Papers.

BANKRUPTCY.

NOTICE.

The Chief Judge will sit in the London Bankruptcy Court in Lincoln's-inn-fields on Monday, the 26th, and Friday, the 30th of July inst., to hear bankruptcy appeals. All parties having appeals entered must be ready to present.

PUBLIC WORSHIP REGULATION ACT, 1874.

FEES TO BE TAKEN BY THE DIOCESAN OR PROVINCIAL REGISTRIES (AS THE CASE MAY BE).

It is ordered that the fees in the subjoined table be paid and received in the diocesan and provincial registries respectively, and that the proceeds be applied in discharge of the expenses of carrying the Act into execution, and in remunerating the officers and persons employed therein, other than the judge, in such manner, at such times, and in such proportions as the judge shall from time to time direct, until further order be made herein; provided always, that the fees received in the diocesan registries shall be applied exclusively to the expenses incurred and officers employed in the diocesan registries and courts, and the fees received in the provincial registries to the expenses incurred and persons employed in the provincial courts.

Preparation of Instruments.

	£	s.	d.
Registrar's receipt for documents	0	5	0
Bishop's notice to amend representations	0	10	0
Respondent's receipt for documents	0	5	0
Requisition by bishop as to submission	0	5	0
Consent to submit	0	5	0
Transmission of special case for opinion of judge	0	5	0
Transmission of representation to archbishop	0	5	0
Requisition to judge to hear representation	0	5	0
Security for costs	0	10	0
Monition	1	0	0
Report from bishop to judge of respondent's disobedience	0	10	0
Inhibition	0	10	0
Relaxation of ditto	0	10	0
Precept as to cathedral church, &c.	0	10	0
Sequestration of profits of dean and chapter	0	10	0
Subpœna (for every witness)	0	2	6
Monition for costs	0	10	0

Appearance.

On entry of an appearance by proctor or solicitor	0	5	0
On amending an appearance	0	5	0
Search for appearance	0	1	0

Filing Fees.

Filing representation	0	5	0
Filing special case for the opinion of the judge	0	5	0
Filing answer to representation	0	5	0
Filing reply, &c.	0	5	0
Filing every affidavit or other document not otherwise specified	0	2	6

Reference to Registrar for his Report.

On each reference as to the amount of further security to be given (including registrar's report)	0	6	8

Setting down.

Setting down a special case for hearing	0	5	0
Setting down a representation for hearing	0	5	0

Summons.

Summons to attend in chambers	0	2	6
For entering judge's order and summons	0	2	6
If a final order in the matter	0	10	0

Notices.

Preparing every notice required to be given by the registrar	0	5	0

Hearing.

On every hearing before the judge of a representation or special case, to be paid by the party setting down the same	1	10	0
If the hearing continues more than one day, for every subsequent day or part of day, from the same party	1	0	0

Entering Judgment or Order.

Entering judgment, to be paid by the complainant	0	10	0
If the special matter thereof shall exceed five folios, for every additional folio	0	1	0
Entering any order or decree of judge not otherwise specified to be paid by the party obtaining the same (in case of doubt the judge to direct)	0	5	0

Office Copies and Extracts.

For every office copy or extract of a minute, judgment, order, or other document, if five folios or under	0	2	6
If exceeding five folios, per folio	0	0	6

Searches.

Every search in the registry in reference to representation	0	1	0

Attendances.

Attendance to transmit any document required to be transmitted from the registry, in addition to postage and registration fee	0	3	4
Attendance on the judge on any occasion other than a hearing	0	6	8
For attendance to serve respondent with representation under rule No. 6, such a sum is to be allowed as the bishop may consider reasonable under the circumstances.			

Oath.

	£	s.	d.
For every oath administered by a registrar to each deponent	0	1	0
For making every exhibit	0	1	0

Taxing Costs.

Taxing every bill of costs:			
When taxed as between complainant and respondent, per folio	0	0	6
When taxed as between practitioner and client, per folio	0	1	0
For postponement of appointment for taxation of costs, to be paid by the party at whose instance the appointment is postponed:			
If the bill of costs is five folios or under	0	1	0
If exceeding five folios and under fifteen folios	0	2	6
If exceeding fifteen folios	0	5	0

Faculty.

For every faculty granted in pursuance of the 14th section of the Act, unless otherwise ordered by the judge	2	2	0

Note.—All folios to consist of seventy-two words.

COSTS TO BE ALLOWED PROCTORS OR SOLICITORS.

Instructions.

Instructions for representation, answer, reply &c., and for declarations, special affidavits, &c.	0	13	4
Ditto to defend	0	13	4
Ditto for brief, or case for hearing	1	0	0

If there are several witnesses and the brief is necessarily long an additional fee will be allowed.

Representation, &c., and Copies.

Drawing and engrossing representation, if ten folios or under	1	0	0
If exceeding ten folios, for every additional folio	0	1	4
Drawing and engrossing answer, reply, and other statements, if ten folios or under	1	0	0
If exceeding ten folios, for every additional folio	0	1	4
Copies of representation or other statements to file, at per folio	0	0	4

Special Case.

Instructions	0	13	4
Drawing special case for the judge's opinion, including copy	1	0	0
If exceeding ten folios, for every additional folio, including copy	0	1	4

Case on Evidence.

For case to advise on evidence, including copy for counsel	1	0	0

Drawing Instruments.

Drawing any instrument to be filed in or issued by the registry for which no other fee is herein allowed, and for copy to be filed or issued:			
If five folios or under	0	6	8
If above five folios, per folio	0	1	4

Perusing and Abstracting.

For perusing and abstracting representation, answer, &c., and all other papers, and exhibits of all kinds, per folio:			
If five folios or under	0	5	0
If above five folios, per folio	0	0	4

Briefs and Cases for Hearing.

For drawing same, per folio	0	1	0
For each copy, per folio	0	0	4

Maps and Plans.

For maps or plans . . . . each from	1	1	0
to	3	3	0
Copies of same if required . . each from	0	10	0
to	1	0	0

Affidavits.

Drawing affidavit:			
If five folios or under, including copy	0	6	8
If above five folios, per folio, including copy	0	1	4

Copies.

	£	s.	d
For every plain copy of any instrument, per folio:			
If five folios or under	0	2	6
If above five folios, per folio	0	0	4
If the same or any part thereof are required to be made *fac-simile*, for the part or parts copied *fac-simile*, in addition to the above, per folio	0	0	2

Collating.

For collating copy of any instrument with the original, or with another copy thereof, per folio, in addition to the fee for attendance:			
If five folios or under	0	2	6
If above five folios, per folio	0	0	2

Notices.

All notices, if three folios or under, inclusive of copy and service	0	5	0
If exceeding three folios, for every additional folio	0	1	0

Summonses.

Drawing summons	0	3	4
Copy of summons or order of the judge, and service	0	5	0

Subpœna.

Subpœna ad testificandum, including præcipe	0	5	0
Subpœna duces tecum, if five folios or under, including præcipe	0	5	0
If exceeding five folios, for each additional folio	0	1	0
Service of a subpœna, if within two miles of the place of business of the practitioner or of the person employed to effect the service	0	5	0
If beyond that distance, in addition for every mile one way	0	1	0
Affidavit of service, if three folios or under	0	5	0
If more than three folios, for every folio, including copy	0	1	4

In cases in which the person to be served shall avoid service, or the service shall be effected beyond the jurisdiction, except in Scotland and Ireland, such a sum to be allowed for service as the registrar may consider reasonable under the circumstances.

Attendances.

For attendance on and feeing counsel, when the fee is one guinea	0	6	8
When the fee exceeds one guinea and is under five guineas	0	13	4
When the fee is five guineas and upwards	1	0	0
Attendance on consultation	0	13	4
Attendance on conference	0	13	4
Attendance in pursuance of notice to admit	0	6	8
For every hour after the first	0	6	8
On trial or hearing	2	2	0
If it lasts the whole day	3	3	0
For all attendances in chambers before the judge	0	13	4
All ordinary attendances before a commissioner, on counsel, in the registry, or upon the adverse parties or practitioner, for which no other fee is herein allowed	0	6	8

Term Fees, Letters, and Messengers.

Term fees, letters, and messengers, for each term in which any business is done in court or in chambers other than obtaining an order for taxation, or attending the taxation of bills of costs	0	15	0
For every letter written to any person other than the practitioner's own client	0	3	6

Bills of Costs.

Drawing bill of costs and copy for taxation, per folio	0	1	0
Copy for the adverse party, per folio	0	0	4
Attendance on taxation of bill of costs	0	13	4
If above an hour, for each additional hour or part of an hour	0	6	8

If it should become necessary for proctors or solicitors to transact any business for which no fee is herein specified, such fee shall be allowed to them as would be allowed for

similar business done in the courts of common law and equity.

Note.—All folios to consist of seventy-two words.

COSTS TO BE ALLOWED PROCTORS OR SOLICITORS FOR THE USE OF OTHER PERSONS.

Counsels' Clerks' Fees.

Not to exceed as under:

	£	s.	d.
Upon a fee to counsel under 5 guineas	0	2	6
5 guineas and under 10 guineas	0	5	0
10 guineas and under 20 guineas	0	10	0
20 guineas and under 30 guineas	0	15	0
30 guineas and under 50 guineas	1	0	0
50 guineas and upwards—at per cent. on the fee paid	2	10	0
On consultation:			
Senior's clerk	0	7	6
Junior's clerk	0	2	6
On general retainer	0	10	6
On common retainer	0	2	6
On conference	0	5	0

Witnesses' Expenses.

Allowance to witnesses, including their board and lodging, as between party and party:

Common witnesses, such as labourers, journeymen, &c., &c.:			
If resident within five miles of the place of hearing, per diem	0	5	0
If beyond that distance, per diem	0	7	6
Master tradesmen, yeomen, farmers, &c.:			
If resident within five miles of the place of hearing, per diem	0	10	0
If resident beyond that distance, per diem	0	15	0
Auctioneers and accountants:			
If resident within five miles of the place of hearing, per diem	1	1	0
If resident beyond that distance, per diem	2	2	0
Professional men, including notaries, engineers, and surveyors, &c.:			
If resident within five miles of the place of hearing, per diem	1	1	0
If resident beyond that distance, per diem	3	3	0
Clerks to attorneys or others:			
If resident within five miles of the place of hearing, per diem	0	10	6
If resident beyond that distance, per diem	1	1	0
Esquires, bankers, merchants, and gentlemen, per diem	1	1	0
Females according to station in life:			
If resident within five miles of the place of hearing, per diem, from	0	5	0
to	0	10	0
If resident beyond that distance, per diem, from	0	7	6
to	1	0	0
Police Inspector:			
If resident within five miles of the place of hearing, per diem	0	7	6
If resident beyond that distance, per diem	0	10	0
Police constable:			
If resident within five miles of the place of hearing, per diem	0	5	0
If resident beyond that distance, per diem	0	7	6

The travelling expenses of witnesses will be allowed according to the sums reasonably and actually paid; but in no case will there be an allowance for such expenses of more than 1s. per mile one way.

A. C. CANTUAR.
CAIRNS, C.
W. EBOR.
J. LONDON.
PENZANCE.
A. E. COCKBURN.

The Supreme Court of Illinois have adopted rules in relation to the reports of that court, which provide that the judgments shall hereafter be reported within three months from the time of their delivery, in volumes of not less than seven hundred pages, and that the volumes shall be printed on "clear white paper supersized and calendered, and of not less than fifty pounds to the ream," and that they shall be bound in "the best law sheep without blemish or patches."

Legal Items.

The public general statutes in force at the end of last year unrepealed and unspent, says the *Times*, would fill about 18,000 pages quarto. The House of Commons' Select Committee on Acts of Parliament was informed recently by Mr. R. S. Wright, a member of the bar, that he has examined this wilderness of laws with a view to some classification of them. In doing this he found that at least half the vast number of pages just mentioned are occupied by statutes either local and personal, or exclusively relating to Scotland, Ireland, India, or the colonies. The Acts relating to Ireland fill about 2,600 pages, and the Acts relating to Scotland about a like number, including in both cases their local and personal Acts. The local and personal Acts relating to England fill about 3,300 pages, and the Acts relating to India and the colonies about 500 more. This accounts for 9,000 pages in all, and this half of the statute book has an interest for certain classes of persons, but can hardly be described as of general interest and concern. A second large class of the statutes may be termed departmental Acts. There are the (English) revenue Acts, occupying about 1,600 pages; the military Acts, 700 pages; clauses Acts (land, railway, gas, water, &c.), 300 pages; and public departmental Acts, 800 pages. These two groups of statutes absorb about 12,500 pages of the statute book, leaving only about 5,500 pages of Acts of more general interest. Among these are the Acts relating to local government and administration, including poor laws, filling 500 pages; those relating to procedure, civil and criminal, 900 pages; relating to trades and employment (including the merchant shipping Acts), 1,200 pages; and thus there are about 3,000 pages left for other English Acts of general importance, including the criminal Acts and public health Acts. The classification would give us a volume of military Acts, a volume of ecclesiastical Acts, a volume of local administration Acts, a volume of Acts relating to trades and occupations, a volume of criminal law, a volume relating to courts and procedure, and so on. It appears that the statutes of general use and interest, which the public would mostly care to purchase, might be comprised in about half-a-dozen volumes. The new Acts of each session might be printed in the classified form; and new editions of the several classes might be issued from time to time, omitting the parts repealed since the preceding issue.

At the Northampton Assizes, held on Friday week, Mr. Justice Mellor, in giving his charge to the grand jury, said he was not able to congratulate them on their full attendance. He was, himself, always extremely glad when the gentlemen of the county made a point of attending in order to fill up the numbers of grand jurymen. He was one of those who hoped to see the institution of the grand jury retained throughout the kingdom. He thought it added greatly to the solemnity and importance of the administration of criminal justice. Its direct benefits were many, and its indirect benefits were always great. The fact that a number of gentlemen came on this occasion to fulfil a duty exclusively borne by gentlemen—this in itself was a very important object to keep in view. For it could not but be remarked on throughout the country that whereas the gentlemen of prime consideration in the country neglected their duty as grand jurymen, the petty jury were bound to discharge theirs. It was also important in this respect—he regretted to see in many counties—and he was not sure he might not say the same of this—the decay of those matters of importance which ought to attend the reception of the representatives of her Majesty's commissioners, those circumstances of state, which in his judgment entered very largely into the spirit of that which was known as allegiance to law, and of which they were but imperfect judges. This was a matter not to be lost sight of; and he doubted whether allegiance to the law would remain intact as it was at present if the circumstances of solemnity and state should unfortunately throughout the country disappear. It was of the utmost importance that those who had a stake in the country, as it was called, or who possessed the property of the country in great measure, should do nothing calculated to diminish the allegiance to the law. This was not his opinion only; he had heard it stated by others who took a more philosophical view of

the matter than a judge could do; it was their opinion that it was of essential importance to keep up those circumstances of solemnity and state attending the administration of criminal law. He was convinced that they owed the greatest advantage to the solemn administration of justice, particularly by the judges, who were commissioned by her Majesty to represent her, and, therefore, it was that he regretted when he saw anything that was calculated to lessen that respect. He did not say this in any narrow spirit. There were a number of counties in which the same thing was manifested. At the same time, in his mind, the most important matter of all was the full attendance of the grand jury, because the very attendance of persons of their position, anxious to assist in the administration of justice, was a great example to the community.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

July 23, 1875.

3 per Cent. Consols, 94½	Annuities, April, '85, 9¼
Ditto for Account, Aug 5, 94½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 94⅞	Ex Bills, £1000, 2½ per Ct. 7 pm
New 3 per Cent., 94⅞	Ditto, £500, Do, 7 pm
Do, 3¼ per Cent., Jan. '94	Ditto, £100 & £200, 7 pm.
Do. 3½ per Cent., Jan. '94	Bank of England Stock, 5 per Ct. (last half-year), 260
Do. 5 per Cent., Jan. '73	Ditto or Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80, 106¼	Ditto, 5½ per Cnt., May, '79 99
Ditto for Account, —	Ditto Debentures, 4 per Cent, April, '64
Ditto 4 per Cent., Oct.' 88, 103¾	Do. Do, 5 per Cent., Aug. '73
Ditto, ditto, Certificates —	Do. Bonds, 4 per Cent. £1000
Ditto Enfaced Ppr., 4 per Cent. 91½	Ditto, ditto, under £1000
Ind. Enf. Pr., 5 p C., Jan. '72	

RAILWAY STOCK.

	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	117
Stock	Caledonian	100	112¾
Stock	Glasgow and South-Western	100	109
Stock	Great Eastern Ordinary Stock	100	45½
Stock	Great Northern	100	144
Stock	Do., A Stock*	100	163
Stock	Great Southern and Western of Ireland	100	112
Stock	Great Western—Original	100	116
Stock	Lancashire and Yorkshire	100	142½
Stock	London, Brighton, and South Coast	100	112
Stock	London, Chatham, and Dover	100	23⅛
Stock	London and North-Western	100	147
Stock	London and South Western	100	122½
Stock	Manchester, Sheffield, and Lincoln	100	77
Stock	Metropolitan	100	95
Stock	Do., District	100	40½
Stock	Midland	100	144½
Stock	North British	100	94¾
Stock	North Eastern	100	172¾
Stock	North London	100	116
Stock	North Staffordshire	100	72
Stock	South Devon	100	64
Stock	South-Eastern	100	121

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate was not changed on Thursday. The proportion of reserve to liabilities has risen to 49⅛ per cent. from 46½ per cent. last week. Prices in the home railway market have been rather irregular throughout the week. The foreign market was firm at the close of last week and has been steady this week. Consols closed on Thursday for delivery and the account 94⅜ to ½.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BOOME—July 18, at Barnwell Lodge, Stoke Newington, the wife of J. H. Boome, of Lincoln's-inn, barrister-at-law, of a daughter.

COOKE—July 19, at Heckfield Villa, Wood-green, the wife of W. H. Cooke, barrister-at-law, of a son.

HAWES—July 21, the wife of W. Fox Hawes, of Lincoln's-inn, barrister-at-law, of a son.

INGRAM—July 13, at No. 16, Portland-place, Brighton, the wife of T. Lewis Ingram, of the Middle Temple, barrister-at-law, of a son.

KEENLYSIDE—July 14, the wife of Francis Headlam Keenlyside, of 1, Hare-court, Temple, of a daughter.

SUMNER—July 18, at 2, Percy-villas, Eltham, the wife of Edmund Sumner, solicitor. Doctors'-commons, of a daughter.

MARRIAGE.

FREELAND—LEECH—July 8, at the parish church of St. Peter the Great, Chichester, William Bennett Barton Freeland, of Chichester, solicitor, to Mary Isabel, youngest daughter of Edward Leech, of Chichester.

DEATHS.

REILLY—July 1, at Undercliff, Sandgate, Kent, John Reilly, barrister-at-law, and Clerk of Records and Writs in the Court of Chancery in Ireland.

RIGBY—July 15, Edwin Budd Rigby, of the Inner Temple, and of Yateley Lodge, Hants, aged 54.

SCHULTZ—July 12, at East Sheen, Mortlake, Frederick Schultz, solicitor, aged 53.

ESTATE EXCHANGE REPORT.

AT THE MART.

By Messrs. EDWIN FOX & BOUSFIELD.

Leicester, near Lutterworth—The residence "Walcote Lodge" and 22 acres, and a farm of 72 acres, freehold—sold for £6,000. Solicitors, Messrs. Andrew & Wood, 8, Great James-street, Bedford-row.

Surbiton—Freehold ground-rents of £222 5s. per annum—sold for £5,865. Solicitors, Messrs. Guscotte, Wadham, & Daw, 19, Essex-street, Strand; and Messrs. M. & F. Davidson, 35, Spring-gardens.

Surbiton—Numerous freehold mansions, villa residences, and houses, being a portion of the Surbiton-park Estate—sold for £36,890. Solicitors, Messrs. Guscotte, Wadham, & Daw, 19, Essex-street, Strand; and Messrs. M. & F. Davidson, 35, Spring-gardens.

By Messrs. DRIVER.

Belgrave-square—No. 7, Chesham-street, term 53 years—sold for £5,350.

Stoke Newington—The residence called "River House," with stabling and three acres, term 60 years—sold for £2,550. Solicitor, W. G. Stuart, Esq., 6, Gray's-inn-square.

Richmond-hill—Five plots of building land—sold for £7,680. Solicitors, Messrs. Cookson, Wainewright, & Co., 6, New-square, Lincoln's-inn; and Messrs. Few & Co., 2, Henrietta-street, Covent-garden.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, July 16, 1875.

LIMITED IN CHANCERY.

Brannon's Patent Fireproof Sanitary and Permanent Works Company, Limited.—Petition for winding up, presented July 14, directed to be heard before the M.R. on July 24. Edmands, Poultry, solicitor for the petitioner.

British Guardian Life Assurance Company, Limited.—Petition for winding up, presented July 15, directed to be heard before V.C. Bacon on Saturday, July 24. Howard and Co, New Bridge st, solicitors for the petitioners.

Bronfloyd Company, Limited.—The M.R. has, by an order dated May 24, appointed Baker Philip Daniels, Poultry, to be official liquidator.

Huet and Company, Limited.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to John Adamson, Brazennose st, Manchester.

Indestructible Paint Company, Limited.—By an order made by V.C. Hall, dated July 6, it was ordered that the above company be wound up. Slee and Co, Parish st, St John's, Southwark, solicitors for the petitioner.

Patent Riband Telegraph Post Company, Limited.—Petition for winding up, presented July 15, directed to be heard before the M.R. on July 24. Pritchard and Co, Painters' Hall, Little Trinity lane, agents for Grundy and Kershaw, Manchester, solicitors for the petitioners.

Peat, Coal, and Charcoal Company, Limited.—By an order made by V.C. Malins, dated July 5, it was ordered that the above company be wound up. Abrahams and Roffey, Old Jewry, solicitors for the petitioner.

Pneumatic Company, Limited.—V.C. Malins has fixed July 26, at 12.30, at his chambers, 3, Stone buildings, Lincoln's inn, for the appointment of an official liquidator.

Wernpistili Colliery Company, Limited.—By an order made by V.C. Hall, dated June 12, it was ordered that the voluntary winding up of the above company be continued. Bell and Co, Bow Church yard, agents for Smith and Co, Swansea, solicitors for the petitioners.

TUESDAY, July 20, 1875.

LIMITED IN CHANCERY.

Ballyclare Paper Mills Company, Limited.—The M.R. has fixed Wednesday, July 28, at 11, at his chambers, for the appointment of an official liquidator.

British National Insurance Corporation, Limited.—By an order made by the M.R., dated July 10, it was ordered that the voluntary winding up of the above company be continued. Logie, Sutherland gardens, Westbourne park, solicitor for the petitioner.

Cape Breton Company, Limited.—Petition for winding up, presented July 17, directed to be heard before V.C. Malins on July 30. Norton and Co, Coleman st, solicitors for the petitioner.

Cape Breton Company, Limited.—Petition for winding up, presented July 17, directed to be heard before V.C. Malins on July 30. Prince, Gresham buildings, solicitor for the petitioner.

Hackney Public and Masonic Hall Company, Limited.—Petition for winding up, presented July 20, directed to be heard before V.C. Bacon on July 31. Beck, East India avenue, Leadenhall st, solicitor for the petitioner.

Oakwell Collieries, Limited.—By an order made by V.C. Hall, dated July 9, it was ordered that the above company be wound up. Smith, Gresham House, Old Broad st, solicitor for creditors and shareholders.

Passenger General Register Company, Limited.—By an order made by V.C. Bacon, dated July 10, it was ordered that the above company be wound up. Silk, Fenchurch st, solicitor for the petitioners.

Peat, Coal, and Charcoal Company, Limited.—V.C. Malins has fixed July 30, at 12, at his chambers, for the appointment of an official liquidator.

South Cleveland Ironworks, Limited.—By an order made by the M.R., dated July 10, it was ordered that the voluntary winding up of the above company be continued. Kimber and Co, Lombard st, solicitors for the petitioners.

West Hartlepool Iron Company, Limited.—By an order made by V.C. Bacon, dated July 10, it was ordered that the above company be wound up. Flux & Co, East India avenue, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, July 13, 1875.

Dixon, Benjamin, Commercial rd, Limehouse, Gent. Sept 13. Dixon v Dixon, M.R. Stokes, Borough High st, Southwark

Freshfield, Philip William, Harwich, Essex, Surgeon. Aug 28. Durrant v Freshfield, M.R. Whitehouse, Charles st, St James' square

Heath, Noah, Loughton, Essex, Builder. Aug 6. Collop v Heath, V.C. Malins. Heathfield, Lincoln's inn fields

Overton, Susannah, Astley, Worcester. Aug 10. Overton v Overton, V.C. Bacon. Miller and Co, Kidderminster

Parker, William Augustus, Brockwell, Dulwich. Oct 1. Galton v Ching, V.C. Hall. Tarrant and Mackrell, Bond court, Walbrook

Pengelly, Oliver Veale, Barnstaple, Devon, Ironmonger. Nov 1. Hunt v Pengelly, M.R.

Savage, William, Baguley, Cheshire, Farmer. Aug 25. Hulme v Holt, V.C. Malins. Hinde, Altrincham

Toplis, John, Nottingham. Aug 3. Toplis v Hucknall, V.C. Bacon. Heath, Nottingham

Towers, John, Whitbach, Salop, Farmer. Sept 30. Leake v Towers, V.C. Malins. Anderson, Ludlow

FRIDAY, July 16, 1875.

Groves, Charles George, Sutherland square, Walworth, Corn Dealer. Sept 14. Hewetson v Groves, M.R. De Paula, Grocers' Hall court, Poultry

Metaxa, Jean Baptiste, Count, Cleveland square, Hyde park. Sept 30. Mordaunt v Prescod, V.C. Malins. Scudawore, Dartmouth st, Great Queen st

Mills, Elizabeth, De Beauvoir crescent, Kingsland, Gas Stove Manufacturer. Aug 24. Haynes v Haynes, M.R. Mote, South square, Gray's inn

Taylor, John Molyneux, Bruns wick square, Gent. Sept 7. Taylor v Remy, M.R. Harting, Lincoln's inn fields

TUESDAY, July 20, 1875.

Crawshaw, George, Dewsbury, York, Woollen Manufacturer. Sept 1. Rhodes v Crawshaw, V.C. Malins. Scholefield, Dewsbury

Ender, Joseph, Speenhamland, Berks. Aug 31. Ender v Fear, V.C. Malins. Henderson, Reading

Kingston, Right Hon Robert King, Earl of, Holloway. Sept 7. Englefield v Power, M.R. Read, Parliament st, Westminster

Smith, Jonah, Birmingham, Licensed Victualler. Sept 1. Kirby v, Smith, M.R. Pointon, Birmingham

Symonds, John, Rye lane, Peckham. Aug 15. Sesemann v Sesemann, V.C. Malins. Woolf, King st, Cheapside

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 16, 1875.

Brown, Stephen, Sheerness, Kent, Beerhouse Keeper. Aug 16. Copland, Sheerness

Butler, Mary Fowler, Ingleby rd, Upper Holloway. Aug 15. Deane and Co, South square, Gray's inn

Cheetham, Richard, Nottingham, Boot Manufacturer. Aug 1. Rothera and Sons, Nottingham

Clack, Henry Tucker, Chudleigh, Devon, Esq. Aug 14. Kendall and Congreve, Union Bank chambers, Lincoln's inn

Coombe, Ann, Cheltenham, Gloucester. Sept 13. New and Co, Evesham

Everett, Henry, New cross rd, Cooper. Sept 22. Godden, Fenchurch st

Falson, Charles, Southport, Lancashire, Esq. Aug 14. Welsby and Co, Southport

Fogarty, Mary, Aldershot, Hants. Aug 16. Arnold and Co, Carey st, Lincoln's inn

Freeman, Henry, Crooked lane, Timber Broker. Oct 1. Wootton and Son, Finsbury circus

Gallaient, Edward, Colne Engaine, Essex, Farmer. Sept 28. Harris and Morton, Halstead

Grant, Sophia Augusta, Queen's gate, South Kensington. Sept 4. Wilson and Co, Copthall buildings

Hanson, Thomas, Arlington square, Gent. July 31. Dodd, New Broad st

Harp, John, Longton, Stafford, Colliery Proprietor. Aug 23. Clarke and Hawley, Longton

Hemingway, Mary, Alverthorpe, York, Bone and Manure Manufacturer. Aug 17. Fernandes and Gill, Wakefield

Himsworth, John, Berwick-upon-Tweed, Esq. Aug 23. Willoby, Berwick-upon-Tweed

Johnson, Harriet, Teddington, Middlesex. Aug 24. Jackson, Lincoln's inn fields

Leather, George, Hindley, Lancashire, Labourer. Aug 1. Taylor, Wigan

Miles, Mary Ann, Waterloo st, Hammersmith. Aug 12. Hand, Coleman st

Perks, Edward, Newton Solney, Derby, Timber Merchant. Aug 20. Richardson and Small, Burton-upon-Trent

Rickett, Benjamin, Nettleswell, Essex, Farmer. Aug 20. Parish, Great Winchester street buildings

Shaw, John, Longton, Stafford, Iron Merchant. Aug 4. Clarke and Hawley, Longton

Stewart, Alexander, Branbridges, Kent. Aug 31. Hubbard and Co, Buckiersbury

Swootman, Mary, Diss, Norfolk. Aug 20. Brown, Diss

Vassar, Charles, Commercial st, Spitalfields, Potato Salesman. Aug 21. Godfrey, South square, Gray's inn

Yarborough, Right Hon Charles Maude Worsley Anderson Pelham, Earl of. Aug 31. Tallents and Co, Newark

TUESDAY, July 20, 1875.

Abbot, Henry, Abbot's Leigh, Somerset, Esq. Sept 1. Abbot and Pope, Bristol

Bacon, John Turner, Folkestone, Kent, Gent. Aug 17. Denton and Co, Gray's inn square

Bradley, Richard, Wakefield, York, Engineer. Aug 20. Barratt and Senior, Wakefield

Brewer, John, Othery, Somerset, Farmer. Aug 31. Reed and Cook, Bridgwater

Clinton, Maria Augusta, Cokenach, Hertford. Aug 31. Woodroffe and Plaskitt, New square, Lincoln's inn

Cock, Richard, Dawley green, Salop, Publican. Sept 5. Phillips, Shipnal

Coram, Thomas Bult, Clevedon, Somerset, Esq. Sept 1. Abbot and Pope, Bristol

Daly, Frances, Bretton, near Barnsley, York. Oct 1. Dibb and Raley, Barnsley

Fletcher, Isaac, Aspatria, Cumberland, Innkeeper. July 23. Benson, Wigton

Grainger, George Forster Smith, Rhymney Reef Shire Ararat, Ripon, Victoria, Australia. Nov 6. Clayton, Newcastle-upon-Tyne

Handley, James, Bury, Lancashire, Gent. Aug 31. Whitehead and Co, Bury

Hilton, Anne, Selling, Kent. Aug 15. Beale and Co, Maidstone

Howarth, Thomas, Heap bridge, Bury, Lancashire, Provision Dealer. Aug 7. Whitehead and Co, Bury

Iles, James, Codrington, Gloucester, Yeoman. Sept 1. Trenfield, Chipping Sodbury

Jacques, Jabez, Valentia rd, Brixton. Sept 20. Poole, Bartholomew close

Jewers, Edwin Augustus, Plymouth, Devon, Gent. Oct 15. Rooke and Co, Plymouth

Jones, William, Towyn, Merioneth, Blacksmith. Aug 20. Jones and Davies, Dolgelly

Lunell, George, Weston-super-Mare, Somerset, Esq. Sept 1. Abbot and Pope, Bristol

Norton, Augusta Sophia, Bolton row, May fair. Oct 1. Symes and Co, Fenchurch st

Norton, Thomas, Bolton row, May fair, Esq. Oct 1. Symes and Co, Fenchurch st

Pullen, William Peacock, Buckingham st, Strand, Wine Merchant. Aug 16. Camp, Union Bank buildings, Ely place

Restall, Thomas, Chalford, Gloucester, Land Agent. Oct 1. Mitchell, Lansdown, Stroud

Roberts, Elias, Sale, Cheshire, Gent. Sept 8. Claye and Son, Manchester

Rowlands, Mary, Dwrnudon, Merioneth. Aug 20. Jones and Davies Dolgelly

Slater, Henry, Tarvin, near Chester, Gent. Aug 15. Lingards and Newby, Manchester

Sykes, William, Weston-super-Mare, Somerset. Aug 18. Lakes and Co, New square, Lincoln's inn

Tharp, John Manners Gordon, Chippenham park, Cambridge, Esq. Sept 1. Western and Sons, Essex st, Strand

Tharp, Joseph Sidney, Chippenham park, Cambridge, Esq. Sept 1. Western and Sons, Essex st, Strand

Tyrwhitt, George Booth, Exmouth, Devon, Colonel Bombay Staff Corps. Aug 31. Trinder, Bishopsgate st within

Webb, Julia Ann Scott, Cadogan place, Chelsea. Sept 15. Norton and Co, Victoria st, Westminster

Wooderson, James, Tachbrook st, Pimlico. Sept 29. Byfield, St Helen's place

Bankrupts.

FRIDAY, July 16, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Woods, William, Edward George Woods, and Henry Woods, Ludgate circus, Proprietors of the City United Club. Pet July 13. Hazlitt. July 29 at 1

To Surrender in the Country.

Dorrell, Thomas William, Ludlow, Salop, Journeyman Miller. Pet July 14. Robinson. Leominster, July 24 at 2.30

Fitton, John, Milnrow, Lancashire, Ironmonger. Pet July 14. Tweedale, Oldham, July 28 at 11.30

Hodes, George, Willesborough, Kent, Contractor. Pet July 12. Callaway. Canterbury, July 23 at 2

Johnson, George Edward, Liverpool, Grocer. Pet July 13. Hime. Liverpool, July 29 at 2

Turner, William Hodgson, Pudsey, York, Gent. Pet July 10. Daniel. Bradford, Aug 3 at 9

Wilson, Reuben, Ecclesshill, York, Huckster. Pet July 13. Daniel Bradford, July 27 at 9

TUESDAY, July 20, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

McLean, Alexander, and Henry Kelway Bamber, Trinity square, Southwark, Analytical Chemists. Pet July 15. Spring-Rice. Aug 6 at 11

To Surrender in the Country.

Gompers, Solomon, and Edward Marcus Marcoso, Birmingham, Diamond Merchants. Pet July 15. Chauntler. Birmingham, Aug 2 at 2

Harvey, Abraham, Folkestone, Kent, Inspector of Permanent Way. Pet July 17. Callaway. Canterbury, Aug 3 at 11
Hitching, John, Shalford, Essex, Grocer. Pet July 16. Gepp. Chelmsford, July 30 at 11
Hood, George, Manchester, Attorney. Pet July 15. Kay. Manchester, Aug 6 at 9.30
Masterson, William, Exmouth, Devon, Hotel Keeper. Pet July 15. Daw. Manchester, Aug 4 at 11
Mendorff, Charles Stephen, Margate, Kent, Wine Merchant. Pet July 17. Callaway. Canterbury, Aug 3 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, July 16, 1875.

Bristow, Charles, Dockhead, Cooper. July 13
Carlisle, Daniel, Kirton in Lindsey, Lincoln, Corn Merchant. July 9

TUESDAY, July 20, 1875.

Gale, Thomas, High st, Shadwell, Coffee House Keeper. July 15

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 16, 1875.

Allen, Jane Martha, Redhill, Surrey, Baker. July 27 at 12 at offices of Pullen, Basinghall st. Parry, Basinghall st
Bailey, Luke, Frizinghall, York, Stuff Salesman. July 30 at 11 at offices of Watson and Dickons, Victoria chambers, Market st, Bradford
Atkinson, John, Brighouse, York, Currier. Aug 4 at 3 at offices of Chambers and Chambers, Brighouse
Baxter, Benjamin, Bramford, Suffolk, Grocer. Aug 6 at 3 at offices of Hill, St Nicholas st, Ipswich
Bloom, Richard, Barrow-in-Furness, Lancashire, Draper. July 31 at 10 at Sharp's Temperance Hotel, Strand, Barrow-in-Furness. Williams, Barrow-in-Furness
Blaney, John, Leeds, Innkeeper. July 28 at 3 at offices of Ferns, Bank st, Leeds
Bosworth, Sarah, Willesden lane. July 28 at 2 at offices of Tilley and Soames, Finsbury place south
Brown, Benjamin, Tyersall, York, Grocer. July 23 at 11 at offices of Burnley, Queensgate, Bradford
Canning, John Smith, Leeds, Baker. July 28 at 11 at offices of Ward and Son, Bank st, Leeds
Cassidy, John Fitzgerald, Worcester, Journeyman Watch Maker. July 30 at 3 at offices of Pitt, Avenue cross, Worcester
Catton, George Robert, Beverley, York, Grocer. July 28 at 11 at offices of Shepherd and Co, Lairgate, Beverley
Cohen, Jacob, Cheetham, Lancashire, Jeweller. July 30 at 3 at offices of Gardner, Brown st, Manchester
Corkling, Robert, Manchester, Merchant. Aug 9 at 3 at the Clarence Hotel, Spring gardens, Manchester. Sale and Co, Manchester
Crow, Joseph Boulcott William, Strand, Commission Agent. July 31 at 12 at offices of Gowing, Coleman st
Dare, John, Vickars rd, Haverstock hill, Builder. Aug 9 at 3 at offices of Heathfield, Lincoln's inn fields
Dobbins, George John, Southampton, Ironmonger. July 28 at 2 at 165, Cheapside. Guy, Southampton
Dunnett, Jeremiah, Attleborough, Norfolk, Horse Dealer. July 27 at 12 at the office of the Registrar of the Court, Redwell st, Norwich
Edwards, John, Waterloo Ville, Hants, Builder. July 29 at 4 at offices of King, North st, Portsea
Edwards, John, Waterloo Ville, Hants, Builder. July 30 at 3 at offices of Edmonds and Co, Old Jewry. King, Portsea
Emery, Harry Daniel, Elm cottage, Hoe st, Walthamstow, out of business. Aug 4 at 3 at offices of Heathfield and Son, Lincoln's inn fields
Evart, George, Sunderland, Durham, Grocer. July 26 at 4 at offices of Sherwood and Co, John st, Sunderland
Fielding, James Edward, Golcar, Huddersfield, York, Brewer. July 29 at 3 at offices of Ramsden and Sykes, John William st, Huddersfield
Fisher, Edward, Bristol, Pickle Manufacturer. July 30 at 2 at offices of Salmon and Henderson, Broad st, Bristol
Fitchett, Thomas, Widnes, Lancashire, Painter. Aug 3 at 3 at the Royal Hotel, Hutchinson st, Widnes. Bretherton, Warrington
Gjemre, Lauritz, Newcastle-upon-Tyne, Ship Broker. July 26 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne
Greenhalgh, James, Swinton, Lancashire, Grocer. Aug 3 at 3 at offices of Dawson, Ridgfield, Manchester
Guy, William, Mansion House buildings, Hatter. July 29 at 10 at offices of Allen, Strand
Hall, William, Steeple Morden, Cambridge, Grocer. July 30 at 3 at offices of Ginn, Alexandra st, Petty Cury, Cambridge
Hamlin, John, High st, Shoreditch, Licensed Victualler. July 30 at 3 at offices of Ramskill, Fenchurch st
Hampton, Thomas, Sheffield, Steel Manufacturer. July 28 at 12 at offices of Macredie and Evans, George st, Sheffield. Watson and Exam
Harper, William Henry, Derby, Stove Grate Manufacturer. July 29 at 3 at offices of Robotham, St Alkmund's Churchyard, Derby
Harris, James Thompson, St Helen's, Lancashire, Grocer. Aug 3 at 2 at the Fleece and Commercial Hotel, St Helen's. Beasley and Oppenheim, St Helen's
Harvey, John, Surrey st, Croydon, Boot Maker. July 29 at 2 at Mullin's Hotel, Ironmonger lane. Pullen, Basinghall st
Hickes, Joseph, Bradford, York, General Ironmonger. July 28 at 3 at offices of Lees and Co, New Ivegate, Bradford
Hirst, Michael Thomas, Mossley, Saddleworth, York, Woollen Manufacturer. July 29 at 3 at offices of Toy and Broadbent, Park parade, Ashton-under-Lyne
Hogarth, Edward, Ormskirk, Lancashire, Grocer. July 30 at 3 at offices of Parr and Saddler, Railway rd, Ormskirk
Holbert, James Young, Walthamstow, Essex, Journeyman Stationer. July 24 at 12 at offices of George and Edwards, Wool Exchange, Coleman st. Wyatt and Barrand, Arthur st west, London bridge
Jackson, Rose, South Shields, Durham, Tobacconist. July 28 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
Jones, John, Festiniog, Merioneth, Grocer. July 28 at 2 at offices of Roberts, Four Crosses, Festiniog
Jones, Robert, Palace square, Upper Norwood. July 27 at 3 at the Clarendon Hotel, Anerley rd, Upper Norwood. Howard, Greenwich
Keenan, Patrick, Bishop Auckland, Durham, General Dealer. July 30 at 11 at 30, Fore Bondgate, Bishop Auckland. Maw, jun, Bishop Auckland
Kempster, John, St Bride's avenue, Fleet st, Publisher. Aug 6 at 12 at offices of Saunders and Bradbury, Temple row, Birmingham. Dubois, King st, Cheapside
Kempster, Solomon George, High Wycombe, Buckingham, Baker. July 29 at 2 at offices of Clarke, Easton st, High Wycombe
Lane, John, Birmingham, Corn Dealer. July 27 at 12 at offices of Fallows, Cherry st, Birmingham
Last, Joseph William, Prince st, Duke st, Printer. July 28 at 2 at offices of Miller, London wall
Littlewood, Benjamin, New rd, Woolwich, Watch Maker. July 30 at 3 at offices of Chapman, Basinghall st
Longmire, John Acton, Whitehaven, Cumberland, Grocer. Aug 3 at 11 at offices of Postlethwaite, jun, Scotch st, Whitehaven
Louch, Richard Lucius, Birmingham, Architect. July 27 at 11 at offices of Fallows, Cherry st, Birmingham
Marples, Theophilus, Blackburn, Lancashire, Tailor. July 26 (and not 29, as erroneously printed in Gazette of July 6) at 11 at offices of Boote and Edgar, George st, Manchester
McCulloch, Thomas, Cheapside, Merchant. July 28 at 2 at offices of Swaine, Cheapside
Metcalfe, James, Scarborough, York, Watch Maker. July 28 at 3 at offices of Cornwall and Watts, Queen st, Scarborough
Metcalfe, Joseph Atkinson, Thornbury, near Bradford, York, Warehouseman. July 30 at 12 at offices of Cross and Cox, Wellington chambers, Westgate, Bradford
Milligan, John, Bradford, York, Tailor. July 29 at 11 at offices of Moore, Old Market, Market st, Bradford
Murray, David, Kingston-upon-Hull, Ironmonger. July 26 at 12 at offices of Thorp, Bowlalley lane, Hull
Nicholls, Charles, Rowley Regis, Stafford, General Dealer. July 31 at 11 at offices of Shakespeare, Church st, Oldbury
Nicolson, Roderick, Fleet st, Advertising Agent. Aug 3 at 11 at offices of Barrett and Patey, London wall
Nutbrown, Robert, York, Boot Maker. Aug 2 at 11 at offices of Grayston, New st, York
Ogbourn, George, Dockhead, Bermondsey, Baker. July 23 at 1 at 36, Hop and Malt Exchange. Arnold, The Exchange
Palestri, Lawrence, Gloucester, Boot Maker. July 30 at 2.30 at offices of Haines, St John's lane, Gloucester
Porter, Henry, Saxon Wharf, Greenwich, Metal Merchant. Aug 2 at 3 at the Lecture Hall, Greenwich. Beard and Son, Basinghall st
Radcliffe, Henry, Hollinwood, Lancashire, Beerhouse Keeper. Aug 2 at 11 at offices of Horner, Old Corn Exchange, Hanging ditch, Manchester
Reilly, Peter, Salford, Lancashire, Milk Dealer. July 28 at 3 at offices of Bennet, Bloom st, Manchester
Rice, John, Southsea, Hants, Brewer. July 27 at 3 at offices of Ford, Queen st, Portsea
Richardson, Thomas, and John William Richardson, Gracechurch st, Engineers. July 29 at 3 at offices of Fletcher and Co, Moorgate st. Lewis and Co. Old Jewry
Riddlesden, Benjamin, Gawthorpe, York, Joiner. Aug 2 at 2 at offices of Stapleton, Union st, Dewsbury
Rylands, Richard, Lewes, Sussex, Tailor. Aug 4 at 12 at offices of Smith and Co, Bread st, Cheapside. Lamb, Brighton
Scott, John, Lee, Kent, Civil Engineer. July 28 at 11 at offices of Chandler, Coleman st. Davis and Co, Moorgate st
Shelley, James, Mintern st, New North rd, Hoxton, Pianoforte Manufacturer. July 27 at 12 at the Birch Tree Tavern, Great James st, Hoxton. Pritchard, Southampton buildings, Chancery lane
Smith, Henry, Bush lane, Printer. July 30 at 3 at offices of Kent, Red Lion court, Cannon st
Smith, Thomas Ekin, Acre lane, Brixton, Tutor. July 27 at 12 at offices of Mote, Walbrook
Sprason, John Ambrose, Birmingham, Brassfounder. July 28 at 11 at offices of Grove, Bennett's hill, Birmingham
Steel, Thomas, and Austin Alfred Arnold, West Hartlepool, Durham, Steam Packing Manufacturers. July 27 at 3 at 63, Church st, West Hartlepool. Young
Stidston, John, Plymouth, Devon, Draper. Aug 3 at 12 at 145, Cheapside. Carr and Co, Basinghall st
Stilwell, William Arthur, Elmer's End, Beckenham, Kent, Brewer. July 28 at 2 at offices of Smith and Son, Furnival's inn, Holborn. Carter and Bell, Leadenhall st
Sykes, John Thomas, Leicester, Carpenter. July 30 at 2 at offices of Fowler and Co, Grey friars chambers, Friar lane, Leicester
Vance, William, Liverpool, Joiner. Aug 11 at 4 at offices of Lowe, Castle st, Liverpool
Wall, Charles, Hyde, Cheshire, Painter. July 31 at 12 at offices of Hibbert, Clarendon place, Hyde
Westworth, William, Preston, Lancashire, Cabinet Maker. July 28 at 11 at offices of Forshaw, Cannon st, Preston
White, George, Lincoln, Stationer. July 31 at 10 at offices of Page, jun, Lincoln
White, Thomas, Tachbrook st, Pimlico, Boot Maker. July 24 at 11 at offices of Willis, St Martin's court, Leicester square
Williams, John, Swansea, Glamorgan, Grocer. July 28 at 3 at offices of Smith and Co, Somerset place, Swansea
Wilson, George, and Walter Armstrong, Aldermanbury, Woollen Warehousemen. Aug 10 at 2 at the Guildhall Coffee House, Gresham st. Phelps and Sidgwick, Gresham st
Woods, Edmund, Waterloo rd, Gunsmith. July 29 at 2 at offices of Kisch and Co, Cannon st
Woolscroft, John, Wolverhampton, Stafford, Hairdresser. July 28 at 10 at offices of Stirk, North st, Wolverhampton
Worren, Walter, Tipton, Stafford, Tobacconist. July 26 at 3 at offices of Lowe, Temple st, Manchester
Worthy, George, Bradford, York, Eating House Keeper. Aug 2 at 4 at offices of Atkinson, Tyrrel st, Bradford

Wray, Samuel, Gray's inn place, Holborn. July 29 at 2 at offices of Russell and Co, Old Jewry chambers

TUESDAY, July 20, 1875.

Barnes, Kenyon, William Henry Barnes, and John Barnes, Manchester, Towel Manufacturers. Aug 3 at 3 at the Clarence Hotel, Spring gardens, Manchester. Potter and Wright, Manchester

Battye, George, Huddersfield, York, Woollen Cloth Miller. July 31 at 11 at offices of Iveson and Meller, Queen st, Huddersfield

Beardsall, Francis Knowles, Barnsley, York, Oil Merchant. Aug 6 at 12 at 1, Regent st, Barnsley. Parker

Blagden, Robert, Minchinhampton, Gloucester, Surgeon. Aug 3 at 3 at offices of Fisher, The Grange, near Stroud

Bremner, William, Newport, Monmouth, Travelling Draper. Aug 3 at 2 at offices of Graham, Commercial st, Newport

Britton, Nathaniel, Portsmouth, Hants, Grocer July 30 at 3 at offices of Edmonds and Co, Old Jewry. King, Portsea

Brown, Thomas, Leeds, Mill Furnisher. Aug 2 at 3 at Wharton's Hotel, Park lane, Leeds. Carr

Brunskill, Thomas, Barnard Castle, Durham, Confectioner. Aug 6 at 3 at offices of Draper, Finkle st, Stockton-on-Tees

Chapman, Nathaniel, Mirfield, York, Tobacconist. Aug 5 at 2.30 at the Station Hotel, Mirfield

Clegg, Jonas Beaumont, Thornhill Lees, York, Waste Dealer. Aug 2 at 2 at offices of Chadwick and Sons, Church st, Dewsbury

Cocker, Lazarus, Burnley, Lancashire, Clogger. Aug 3 at 3 at offices of Read, Hargreaves st, Burnley

Coulman, James Richard, Walton-on-the-Naze, Essex, Builder. July 30 at 2 at offices of Parke, Coleman st

Cox, John, Frome, Somerset, Boot Maker. Aug 6 at 12 at offices of Dunn and Payne, King st, Frome

Crompton, John, Great Marton, Lancashire, Corn Miller. Aug 4 at 2 at Clarkson's Temperance Hotel, Lune st, Preston. Bell, Central beach, Blackpool

Crossley, Fielden, Liverpool, Fellmonger. Aug 6at 3 at offices of Lowe, Castle st, Liverpool

Davenport, James, Birmingham, Corn Factor. July 31 at 11 at the Great Western Hotel, Birmingham. Fellows, Mount Pleasant, Bilston

Doyle, Philip, Liverpool, Boot Maker. July 31 at 1 at offices of McConnal, Harrington st, Liverpool

Edmunds, James, Birmingham, Commission Agent. July 30 at 12 at offices of Hodgson, Waterloo st, Birmingham

Faulkner, Ernest, Ardwick, near Manchester, Provision Dealer. July 30 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Fornacon, Ferdinand, Newport, Monmouth, Ship Chandler. Aug 2 at 12 at offices of Tribe and Co, High st, Newport. Gibbs, Tredegar place, Newport

Francis, James, Stockwell st, Greenwich, Tobacconist. Aug 10 at 2 at offices of Pook and Son, Tudor House, Greenwich rd, Greenwich

Fryer, George, Redcar, York, Ale Dealer. Aug 3 at 3 at Barker's Temperance Hotel, Bridge st west, Middlesborough. Bainbridge, Middlesborough

Girling, Harry Edward, Blackmore, Essex, Farm Bailiff. Aug 3 at 11 at offices of Preston, Mark lane

Gjemre, Lauritz, Newcastle-upon-Tyne, Shipbroker. Aug 2 at 3 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne

Gow, Dan, Friday st, Cheapside, Manufacturer. July 30 at 2 at the Guildhall Coffee House, Gresham st. Phelps and Sidgwick, Gresham st

Gregg, William, Birmingham, Provision Dealer. Aug 2 at 3 at offices of Southall and Co, Newhall st, Birmingham

Haxby, William, Sheffield, Grocer. Aug 2 at 1 at offices of Singleton, St James's row, Sheffield

Henderson, George, Cheltenham, Gloucester, Accountant. Aug 4 at 11 at offices of Pruen, Regent st, Cheltenham

Hill, William, Liverpool, Carriers' Foreman. Aug 5 at 3 at offices of Quelch, Dale st, Liverpool

Holden, Josiah Elliott, Chigwell, Essex, Builder. Aug 11 at 12 at offices of Boyce and Ridley, Abchurch lane

Holliday, Samuel, Dewsbury, York, Coal Merchant. Aug 4 at 3 at the Royal Hotel, Dewsbury. Shaw, Dewsbury

Holmes, Isaiah, Wolverhampton, Stafford, Licensed Victualler. July 31 at 11 at offices of Barrow, Queen st, Wolverhampton

Jackson, William, Middlesborough, York, Butcher. Aug 4 at 3 at Barker's Temperance Hotel, Bridge st west, Middlesborough. Bainbridge, Middlesborough

Jordan, Alexander, Hanley, Stafford, Jeweller. July 24 at 12 at the Bull's Head Inn, Macclesfield. Shires, Leicester

King, Henry, Chatham, Kent, Coal Dealer. Aug 2 at 11 at offices of Hayward, High st, Rochester

Kirby, James, Tow Law, Durham, Auctioneer. Aug 6 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne

Layland, Cornelius, Edgware rd, Harmonium Manufacturer. July 29 at 2 at offices of Beesley and Gray, King st, Cheapside. Hicks, Globe rd, Mile End

Lymbery, Frederick, Nottingham, Lace Manufacturer. Aug 6 at 12 at offices of Acton, Victoria st, Nottingham

Main, Dyson, Beech st, Barbican. July 30 at 3 at offices of Howell, Cheapside

Martin, Thomas, Darlington, Durham, Tobacconist. Aug 2 at 3 at offices of Wilkes, Market place, Darlington

Masters, Walter Boutcher, New Charles st, City rd, Commercial Traveller. July 28 at 2 at offices of Pullen, Basinghall st

Messenger, Joseph, Scarborough, York, Builder. Aug 3 at 12 at 109, Westborough, Scarborough. Calvert, Scarborough

Metcalf, William, South Stockton, York, Grocer. Aug 2 at 10.30 at offices of Draper, Finkle st, Stockton-on-Tees

Michell, Edward, and Edward Hampton Michell, Grove st, Hackney, Brewers. July 29 at 3 at offices of Withall and Compton, Great George st, Westminster

Mickisch, Hermann, Old Burlington st, Tailor. Aug 11 at 2 at the Inns of Court Hotel, High Holborn. Castle, Southampton st, Bloomsbury

Mills, Thomas Walter Scott, Monmouth, Fellmonger. July 30 at 2 at offices of Williams, Whitecross st, Monmouth

Mouncer, Benjamin, jun, Norwich, Licensed Victualler. July 30 at 3 at offices of Sadd and Linay, Church st, Theatre st, Norwich

Mulvany, Charles, Liverpool, Ship Broker. July 31 at 11 at offices of Etty, Lord st, Liverpool

Nicholls, Charles, Blackheath, Rowley Regis, Stafford, General Dealer. July 31 at the Union Hotel, Union st, Birmingham, in lieu of a place originally named

Nicholson, Joseph, High st, Shoreditch, Furniture Dealer. Aug 12 at 145, Cheapside. Roscoe and Co, King st, Finsbury square

Papps, Edward Thomas, Trowbridge, Wilts, Merchant's Clerk. Aug at 11 at Shrapnell, Bridge st, Bradford-on-Avon

Penniger, John, Portland rd, Notting hill, Baker. July 29 at offices of Downing, Basinghall st

Pizzala, Francis Augustus, Charles st, Hatton garden, Barometer Maker. Aug 4 at 12 at offices of Child, South square, Gray's inn

Pybus, John, Stranton, Durham, Builder. Aug 4 at 3 at offices of Church st, West Hartlepool

Rae, Thomas, and William Bell, West Hartlepool, Durham, Joiners. Aug 4 at 1 at offices of Bell, Church st, West Hartlepool

Rice, Edward Philip, Somerset rd, Tottenham, Stockbroker's Clerk. July 31 at 12 at offices of Presswell, Old Jewry

Roberts, Frederick, and Alexander Roberts, Frome Vauchurch, Dorset, Ironfounders. Aug 3 at 11 at the Antelope Hotel, Dorchester. Weston, Dorchester

Roberts, John, Mitcheldean, Gloucester, Grocer. Aug 3 at 11 at offices of Innell, High st, Ross. Williams, Ross

Robinson, John, Seacombe, Cheshire, Ironmonger. Aug 2 at 4 at offices of Moore, Duncan st, Birkenhead

Rothwell, Richard, Rochdale, Lancashire, Flock Merchant. Aug 6 at 3 at offices of Holland, Baillie st, Rochdale

Samuelson, Henschel, Southport, Lancashire, Tobacconist. Aug 3 at at offices of Welsby and Co, Lord st, Southport

Shand, Charles, Alexander Shand, and Ralph Abram Robinson, Bow lane, Merchants. Aug 5 at 2 at the London Tavern, Bishopsgate st. Simpson and Cullingford, Gracechurch st

Sidney, John, Liverpool, Draper. Aug 3 at 2 at offices of Etty, Lord st, Liverpool

Simpson, Frederick, Bath, Butcher. Aug 5 at 12 at offices of West Fountain buildings, Bath

Lmith, John, North Shields, Northumberland, Contractor. Aug 4 at at offices of Kewney, Howard st, North Shields

Spence, Josephus, Middlesborough, York, Merchant Tailor. Aug 5 at 11 at Barker's Temperance Hotel, Bridge st west, Middlesborough

Stead, Ann, Bradford, York, Publican. Aug 3 at 4 at offices of Addison, Tyrrel st, Bradford

Stevens, John, and Thomas James Baker, High st, Clapham, Booksellers. Aug 3 at 2 at offices of Hand, Coleman st

Taylor, James, Leeds, Tile Merchant. July 29 at 11 at offices of Walker, East parade, Leeds

Thomas, William Henry, Mount pleasant, Brixton hill, Ironmonger. Aug 9 at 2 at the Guildhall Coffee House, Gresham st. Truenere Wolferstan, Ironmonger lane

Timmins, Edward, Stourbridge, Worcester, Ironmonger. July 27 at the Talbot Hotel, Stourbridge, in lieu of the place originally named

Todd, James Watson, Leeds, Auctioneer. July 29 at 2 at offices of Pullan, Bank chambers, Park row, Leeds

Turley, Joseph, Wolverhampton, Stafford, Coal Master. Aug 3 at 3 at offices of Dale, Waterloo st, Birmingham

Waite, James, Bolton, Lancashire, Grocer. Aug 3 at 3 at offices of Dutton, Acresfield, Bolton

Walker, Charles, Little Weldon, Northampton, Plumber. Aug 10 at at offices of Richardson and Son, Oundle

Walker, John Bottony, Nottingham, Hatter. Aug 4 at 12 at offices of Fraser, Brougham chambers, Wheeler gate, Nottingham

Wickes, Valentine, Churton st, Pimlico, Watch Maker. Aug 10 at 11 at offices of Dutton, Churton st, Pimlico

Wilks, John, Manchester, Eating House Keeper. Aug 5 at 3 at offices of Richardson, Kennedy st, Manchester

Wilner, Henry, Manchester, Bristle Merchant. Aug 6 at 3 at offices of Rowley and Co, Clarence buildings, Booth st, Manchester

Wilson, Thomas, Leeds, Grocer. Aug 5 at 11 at offices of Howard, East parade, Leeds

Winebank, Edwin, Portsea, Hants, Grocer. July 30 at 11 at offices of Wainscot, Union st, Portsea. Harvey, Landport

Woodford, Jonathan, Husbands Bosworth, Leicester, Carpenter. Aug 5 at 11 at offices of Rawlins and Son, Market Harborough

Worthington, Peter, Warrington, Lancashire, Builder. Aug 6 at 3 at the County Court, Warrington. Nicholson and Co